



REGULAR TOWN COUNCIL MEETING

Monday, September 11, 2017 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of August 28, 2017
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – DMV Highway Safety Grants
 - B. COUNCIL APPROVAL – Liaison Committee Meeting Items
 - C. COUNCIL APPROVAL – Correction to Motion for Encroachment at 311 Blue Ridge Avenue
 - D. COUNCIL APPROVAL – Revision to Policy for Fixed Video Equipment in Public Areas
 - E. COUNCIL APPROVAL – Bid for Bridge Inspections and Load Rating Services
 - F. COUNCIL APPROVAL – Bid for Reels of Okonite Cable – Energy Services
 - G. COUNCIL APPROVAL – Bid for 30-year Water Model Project
 - H. COUNCIL APPROVAL – Bid for Construction of Criser Road Trail
8. **COUNCIL APPROVAL** – Ordinance for a Proposed Vacation of Town Rights-of-Way at 1521 N. Royal Avenue – David Butler (*2nd Reading*)
9. **COUNCIL APPROVAL** – Llewellyn LLC [Shenandoah Avenue LLC] Deed of Gift of Conservation Easement and Resolution
10. **COUNCIL APPROVAL** – Implement 2009 Resolution to Abandon Undeveloped Right-of-Way and Authorize Conveyance of an Undeveloped Portion of W. 8th Street to William M. Biggs and William J. Biggs AND Approve Payment of Claims Associated with a Fence/Gate

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – DMV Highway Safety Grants

Summary: Council is requested to approve two (2) Division of Motor Vehicles (DMV)/Highway Safety Grants. 1) Selective Enforcement-Alcohol Grant that is to be used toward an approved total amount of \$19,176 (\$12,784 federal funds + \$6,392 matching) to pay officers who work overtime for selective enforcement assignments specifically related to sobriety checkpoints; and, to cover the cost of one (1) LIDAR speed measuring unit, one (1) dry-gas cylinder used to conduct maintenance of field preliminary breath test units, six (6) portable/rechargeable scene lighting units and the expense of having one officer attend a DMV approved traffic-safety-related training event. 2) Selective Enforcement-Speed Grant that is to be used toward an approved total amount of \$6,000 (\$4,000 federal funds + \$2,000 matching) to be used to pay officers who work overtime for selective enforcement assignments specifically related to saturation patrols to focus on speed related issues.

Budget/Funding: 1000-3310010 – General Fund Revenue Grant Proceeds - \$12,784.00
3102-41002 Police Patrol Salaries Overtime \$6400.00
3102-45504 Police Patrol Travel & Education \$750.00
3102-47001 Police Patrol Machinery & Equipment \$5634.00

Attachments: Memo from the Police Captain and Grant information

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: Council is requested to approve two (2) Division of Motor Vehicles (DMV)/Highway Safety Grants (1) Selective Enforcement-Alcohol Grant that is to be used toward an approved total amount of \$19,176 (\$12,784 federal funds + \$6,392 matching) to pay officers who work overtime for selective enforcement assignments specifically related to sobriety checkpoints; and, to cover the cost of one (1) LIDAR speed measuring unit, one (1) dry-gas cylinder used to conduct maintenance of field preliminary breath test units, six (6) portable/rechargeable scene lighting units and the expense of having one officer attend a DMV approved traffic-safety-related training event; and, (2) Selective Enforcement-Speed Grant that is to be used toward an approved total amount of \$6,000 (\$4,000 federal funds + \$2,000 matching) to be used to pay officers who work overtime for selective enforcement assignments specifically related to saturation patrols to focus on speed related issues. I further move to direct the Town Manager to sign the necessary documents to accept the grant.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



TOWN OF FRONT ROYAL

POLICE DEPARTMENT
23 E. JACKSON STREET
FRONT ROYAL, VIRGINIA 22630-1560

Bruce E. Hite
Interim Chief of Police
(540) 635-2111
(540) 635-6160 (Fax)

Date: August 30, 2017
To: Joseph Waltz; Town Manager
From: Capt. Jason Ryman *JR*
Subject: DMV Highway Safety Grants FY2018

Attached you will find two DMV / Highway Safety Grants that have been awarded to the Town of Front Royal Police Department for Federal Fiscal Year 2018. Both grants would be effective from October 01, 2017 through September 30, 2018.

The *Selective Enforcement – Alcohol* grant approved amount totals \$19,176.00. These funds will be used to pay officers who work overtime for selective enforcement assignments specifically related to sobriety checkpoints to focus on identifying impaired drivers. The funds will also cover the cost to add one LIDAR speed measuring unit, one dry-gas cylinder used to conduct maintenance on field preliminary breath test units, six portable/rechargeable scene lighting units, and to cover the expense of having one officer attend a DMV approved traffic safety-related training event.

The *Selective Enforcement – Speed* grant approved amount totals \$6,000.00. These funds will be used to pay officers who work overtime for selective enforcement assignments specifically related to saturation patrols to focus on speed related issues.

Both grants combine the umbrella goal of reducing alcohol and speed related fatal and serious injury crashes within the Town of Front Royal. The town goals align with the Commonwealth's goal of a statewide reduction of at least five percent in these specific types of crash events.

As in previous years, the approved project requires the town to include a 50% match of funds for law enforcement. The matching funds for both grants combined total \$8,392.00 and will be incurred through our fuel and vehicle maintenance budget.

I am requesting this be placed on the Council's Consent Agenda. If approved, I will need your authorizing signature (bottom left of cover pages) on both attached originals for each grant (4 total) and returned back to me for processing. Please let me know if you have any questions.

CC: Interim Chief Hite
Major Nicewarner
MPO Mauck
Lois Miner

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 18X9205464VA18
Project Title: Selective Enforcement - Alcohol	Project Number: 154AL-2018-58187-8187
CFDA#: 20.607 CFDA Name: Alcohol Open Container Requirements	Grant Award Amount: \$12,784 Federal Funds Obligated: \$12,784 Total Federal Funds Obligated: \$12,784
Period of Performance: From October 1, 2017, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2018. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2018.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2017

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

For Virginia Department of Motor Vehicles:

Name and Title of Project Director (print)

John Saunders

Director, Virginia Highway Safety Office (print)

Signature

Date

Signature

Date

Subrecipient's DUNS Number _____

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ____ Yes ____ No

Name and Title of Authorized Approving Official (print)

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 07-JUN-2017

154AL-2018 - 58187 - 8187 - Front Royal Town

PM: Doug Stader

Project Director Initials _____ Date _____

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Funding for 160 overtime hours for officers to work DUI checkpoints.	160	40.00	6,400.00	6,400.00	0.00
Training / Travel	DUI Conference	1	750.00	750.00	750.00	0.00
Equipment	1- Lidar unit	1	1,895.00	1,895.00	1,895.00	0.00
Equipment	Dry Gas Cylinder Part # 22-0770-00	1	139.00	139.00	139.00	0.00
Equipment	6- STREAMLIGHT Portable Scene Light Towers @ \$600.00 each for use at DUI checkpoints	6	600.00	3,600.00	3,600.00	0.00
Matching Funds	Vehicle fuel and maintenance	1	6,392.00	6,392.00	0.00	6,392.00
			Total:	19,176.00	12,784.00	6,392.00

Sub-recipient Name: Front Royal Town Project #: 154AL-2018-58187-8187**STATEMENT OF WORK AND SPECIAL CONDITIONS**

1. Goals and Specific Program Elements. The goals and specific program elements of the sub-recipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2017 through December 31, 2017

Estimated 40 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 0 number of saturation/individual patrols

For January 1, 2018 through March 31, 2018

Estimated 0 number of overtime hours to be used

Estimated 0 number of checkpoints

Estimated 0 number of saturation/individual patrols

For April 1, 2018 through June 30, 2018

Estimated 80 number of overtime hours to be used

Estimated 2 number of checkpoints

Estimated 0 number of saturation/individual patrols

For July 1, 2018 through September 30, 2018

Estimated 40 number of overtime hours to be used

Estimated 1 number of checkpoints

Estimated 0 number of saturation/individual patrols

- b. To conduct a minimum of 1 checkpoints and/or 0 saturation/individual patrols for (during) the Click It or Ticket Mobilization period in May 2018.
- c. To conduct a minimum of 2 checkpoints and/or 0 saturation patrols for the mandatory Checkpoint Strike Force Campaign.
- d. To have 1 number of sworn officers attend 1 number DMV approved traffic safety-related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
- e. Increase from number of radar units in active use from 3 to 4. (If approved, all units must be ordered by December 31, 2017 and put in service by March 31, 2018).
- f. Increase from number of breath testing units in active use from 0 to 0. (If approved, all units must be ordered by December 31, 2017 and put in service by March 31, 2018).

Project Director _____
Initial

_____ Date

Sub-recipient Name: Front Royal Town Project #: 154AL-2018-58187-8187

2. The sub-recipient must contribute to the overall State Highway Safety Plan goals:

ALCOHOL

STATEWIDE GOAL: Decrease alcohol impaired driving fatalities 7 percent from the 2015 calendar base year of 208 to 194 by December 31, 2018.

AGENCY GOAL: To maintain 0 alcohol related fatality crashes in FY2018 and 0
alcohol related serious injury crashes in FY2018

- Must participate in Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) activities.
- Sub-recipients must submit Checkpoint Strike Force (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) selective enforcement data electronically through TREDs (Traffic Records Electronic Data System).
- BASED ON ALCOHOL-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

75% percent of alcohol selective enforcement activities are to be conducted

between the hours of 6P - 12A

with special emphasis on the following days of the week: Friday - Wednesday.

The remaining 25% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2017, and put in service by March 31, 2018 and documentation maintained concerning use.
- All sub-recipients must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- Sub-recipients must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director _____
Initial

Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Department is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under Section 1906, Public Law 109-59 (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users - SAFETEA-LU), as amended by Section 4011, Public Law 114-94 (Fix America's Surface Transportation (FAST) Act).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - a. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Sub-recipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - b. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 - Mail surveys;
 - Telephone surveys;
 - Focus groups;
 - Mall intercept interviews;
 - Direct mailings;
 - Call-in centers;
 - Newspaper polls;
 - Household interviews;
 - Before and after approach, which compares system status before and after the introduction of the message; and
 - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub-recipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Sub-recipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Sub-recipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Sub-recipient must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal

Project Director's Initials _____

highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Sub-recipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -- referred to as the "Supercircular"), the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address the Sub-recipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Sub-recipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to the Sub-recipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Sub-recipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Sub-recipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by the Sub-recipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. **Audit.** Sub-recipients expending \$750,000 or more in Federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Sub-recipients are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Sub-recipient will be responsible for repayment to the Department of such unallowable expenditures.

6. **Closeout.** Sub-recipients are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials _____

Article 1. COMPLIANCE WITH LAWS

The Sub-recipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Sub-recipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Sub-recipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) Chapter 4, Highway Safety Act of 1966, as amended; 23 U.S.C. 405, National Priority Safety Programs; 2 CFR Part 200 and 2 CFR Part 1201; the Federal Highway Safety Grant Funding Guidance (Revised 2013); the Federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, the Sub-recipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Sub-recipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Sub-recipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

Project Director's Initials _____

- C. All payments will be made in accordance with the terms of the Grant Agreement.
The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.
- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. A Sub-recipient may request an Indirect Cost Rate for grants that are not enforcement related. The Sub-recipient must submit a copy of their Federally negotiated indirect cost rate. A Sub-recipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
Indirect cost references and information can be found in 2 CFR Part 200.
- H. The Sub-recipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub-recipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub-recipient. A matching report must be submitted with each reimbursement voucher.
- I. The Sub-recipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub-recipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.
All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Sub-recipient. In no case shall the Sub-recipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub-recipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub-recipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, the Sub-recipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

Project Director's Initials _____

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub-recipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub-recipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by the Sub-recipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Sub-recipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Sub-recipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Sub-recipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Sub-recipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Sub-recipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Sub-recipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Sub-recipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Sub-recipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Sub-recipient or any costs incurred by the Sub-recipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Sub-recipients shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

The Sub-recipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

Project Director's Initials _____

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Sub-recipient personnel that will materially affect the Sub-recipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Sub-recipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Sub-recipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Sub-recipient shall make such records available at its office for the time period specified in the Grant Agreement. The Sub-recipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Sub-recipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Sub-recipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Sub-recipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub-recipient, its officers, agents or employees. The Sub-recipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Sub-recipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Sub-recipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Sub-recipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Sub-recipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

Project Director's Initials _____

The Grant Agreement shall remain in effect until the Sub-recipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Sub-recipient that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Sub-recipient that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Sub-recipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Sub-recipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Sub-recipient desires to subcontract part of the work specified in the Grant Agreement, the Sub-recipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Sub-recipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Sub-recipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Sub-recipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Sub-recipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUB-RECIPIENT'S RESOURCES

The Sub-recipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Sub-recipient will be able to obtain such personnel from sources other than the Department.

All employees of the Sub-recipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Sub-recipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Sub-recipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Project Director's Initials _____

Article 15. SUB-RECIPIENT SEAT BELT USE

The Sub-recipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by the Sub-recipient, including police vehicles.

Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The Sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 17. PROCUREMENT AND PROPERTY MANAGEMENT

The Sub-recipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the Federal standards.

Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub-recipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 19. RESEARCH ON HUMAN SUBJECTS

The Sub-recipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 20. ASSIGNMENT

The Grant Agreement shall not be assignable by the Sub-recipient in whole or in part without the written consent of the Department.

Article 21. NONDISCRIMINATION

- A. The Sub-recipient WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
 - 1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

B. The Sub-recipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

Project Director's Initials _____

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."
- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Sub-recipient has been cited for noncompliance with these laws, regulations or policies, the Sub-recipient will not be eligible to receive funding.

Article 22. DRUG-FREE WORKPLACE

The Sub-recipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 23. BUY AMERICA ACT

The Sub-recipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a sub-recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or sub-recipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 USC 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

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Article 24. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Sub-recipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, the Sub-recipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Sub-recipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 25. DEBARMENT AND SUSPENSION

- A. The Sub-recipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 - 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local public transactions terminated for cause or default.
- B. Where the Sub-recipient is unable to certify to any of the statements in this Article, such Sub-recipient shall attach an explanation to the Grant Agreement.
- C. The Sub-recipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to the Sub-recipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Sub-recipient shall furnish a copy of such certification.
- D. The Sub-recipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 26. POLITICAL ACTIVITY (HATCH ACT)

The Sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Article 27. FEDERAL LOBBYING CERTIFICATION

The Sub-recipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub-recipient or agent acting for such Sub-recipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. The Sub-recipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 28. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub-recipient or agent acting for such Sub-recipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 29. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of

Project Director's Initials _____

any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If the Sub-recipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Sub-recipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 30. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Sub-recipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

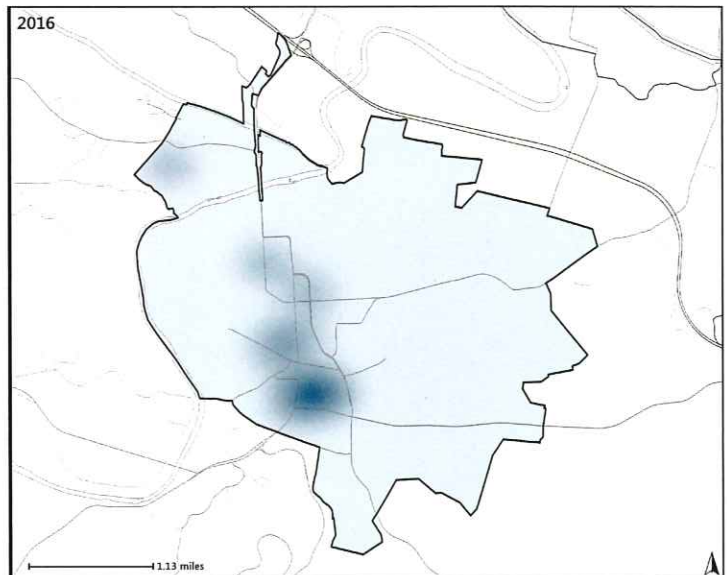
To Sub-recipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials _____

Front Royal Alcohol Crash Statistics

Available Crash Data - Calendar Year	2013	2014	2015	2016
All Crashes	153	178	179	197
Fatal Crashes	0	1	0	1
Serious Injury Crashes	2	4	8	6
All Injury Crashes	41	42	45	37
Alcohol-Related Crashes	7	10	9	9
Alcohol-Related Fatal Crashes	No Alcohol-Related Fatalities	No Alcohol-Related Fatalities	No Alcohol-Related Fatalities	No Alcohol-Related Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Alcohol-Related Serious Injury Crashes	No Alcohol-Related Serious Injuries	No Alcohol-Related Serious Injuries	1	No Alcohol-Related Serious Injuries
Highest Time Period(s)			6:00pm - 8:59pm (100%)	
Highest Day(s)			Saturday (100%)	
Highest Month(s)			January (100%)	
Alcohol-Related Injury Crashes	1	3	3	2
Highest Time Period(s)	9:00pm - 11:59pm (100%)	3:00pm - 5:59pm (67%)	3:00pm - 5:59pm 6:00pm - 8:59pm (66%)	6:00pm - 8:59pm 9:00pm - 11:59pm (100%)
Highest Day(s)	Friday (100%)	Tuesday (67%)	Monday (67%)	Friday • Wednesday (100%)
Highest Month(s)	March (100%)	April • March (66%)	December (67%)	February • January (100%)



- Alcohol-Related Fatal Interstate Crashes
- Alcohol-Related Serious Injury Interstate Crashes

- Alcohol-Related Fatal Non-interstate Crashes
- Alcohol-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol-related crashes.

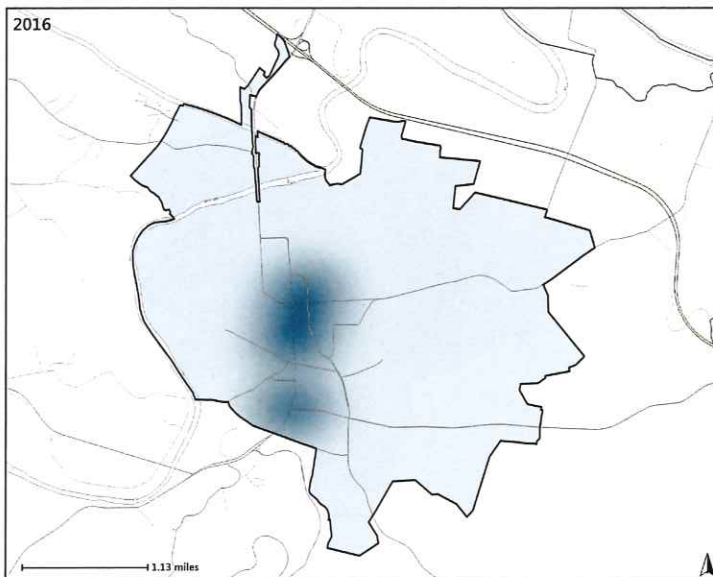
Staunton Region

August, 2017

Front Royal Alcohol Crash Statistics

Report of Crashes for January 1st - June 30th

Available Crash Data - Partial Year	2014	2015	2016	2017*
All Crashes	83	80	101	100
Fatal Crashes	1	0	1	2
Serious Injury Crashes	1	2	4	2
All Injury Crashes	17	19	23	27
Alcohol-Related Crashes	6	6	3	10
Alcohol-Related Fatal Crashes	No Alcohol-Related Fatalities	No Alcohol-Related Fatalities	No Alcohol-Related Fatalities	2
Highest Time Period(s)				6:00pm- 8:59pm (100%)
Highest Day(s)				Monday • Wednesday (100%)
Highest Month(s)	No Alcohol-Related Serious Injuries	1 6:00pm- 8:59pm (100%) Saturday (100%) January (100%)	No Alcohol-Related Serious Injuries	January (100%)
Alcohol-Related Serious Injury Crashes				No Alcohol-Related Serious Injuries
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)	2	1	2	3
Alcohol-Related Injury Crashes				9:00pm- 11:59pm (67%)
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)	3:00pm- 5:59pm (100%)	6:00pm- 8:59pm (100%)	6:00pm- 8:59pm 9:00pm- 11:59pm (100%)	Thursday (67%)
Highest Day(s)	Saturday • Tuesday (100%)	Saturday (100%)	Friday • Wednesday (100%)	April (67%)
Highest Month(s)	April • March (100%)	January (100%)	February • January (100%)	



- Alcohol-Related Fatal Interstate Crashes
- Alcohol-Related Fatal Non-interstate Crashes
- Alcohol-Related Serious Injury Interstate Crashes
- Alcohol-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol-related crashes.

* This report contains preliminary data.



www.dmv.virginia.gov
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001

HIGHWAY SAFETY GRANT AGREEMENT

Purpose: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subrecipient: Front Royal Town	Federal Award Identification Number (FAIN): 18X9204020VA18
Project Title: Selective Enforcement - Speed	Project Number: FSC-2018-58250-8250
CFDA#: 20.600 CFDA Name: State and Community Highway Safety	Grant Award Amount: \$4,000 Federal Funds Obligated: \$4,000 Total Federal Funds Obligated: \$4,000
Period of Performance: From October 1, 2017, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2018. Allow 21 days for the Department to complete its review and signature. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2018.	Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) Date of Award Letter from NHTSA: September 30, 2017

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter. **Subrecipient certifies that this grant does not include research and development.**

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subrecipient:

For Virginia Department of Motor Vehicles:

Name and Title of Project Director (print)

John Saunders

Director, Virginia Highway Safety Office (print)

Signature

Date

Signature

Date

Subrecipient's DUNS Number _____

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) ____ Yes ____ No

Name and Title of Authorized Approving Official (print)

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 07-JUN-2017

FSC-2018 - 58250 - 8250 - Front Royal Town

PM: Doug Stader

Project Director Initials _____ Date _____

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	100 overtime hours to fund saturation patrols for speed enforcement	100	40.00	4,000.00	4,000.00	0.00
Matching Funds	vehicle fuel and maintenance	1	2,000.00	2,000.00	0.00	2,000.00
			Total:	6,000.00	4,000.00	2,000.00

Sub-recipient Name: Front Royal Town Project #: FSC-2018-58250-8250

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the sub-recipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2017 through December 31, 2017

Estimated 24 number of overtime hours to be used

Estimated 6 number of overtime individual/saturation patrols

For January 1, 2018 through March 31, 2018

Estimated 24 number of overtime hours to be used

Estimated 6 number of overtime individual/saturation patrols

For April 1, 2018 through June 30, 2018

Estimated 28 number of overtime hours to be used

Estimated 7 number of overtime individual/saturation patrols

For July 1, 2018 through September 30, 2018

Estimated 24 number of overtime hours to be used

Estimated 6 number of overtime individual/saturation patrols

- b. To conduct a minimum of 3 overtime individual/saturation patrols during for the Click It or Ticket Mobilization in May 2018.
- c. To conduct a minimum of 2 overtime individual/saturation patrols during for the Checkpoint Strike Force Campaign.
- d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Radar Certification Schools, Field Sobriety Testing).
- e. Increase from number of radar units in active use from 0 to 0. (If approved, all units must be ordered by December 31, 2017 and put in service by March 31, 2018).

Project Director _____
Initial

_____ Date

Sub-recipient Name: Front Royal Town Project #: FSC-2018-58250-8250

2. The sub-recipient must contribute to the overall State Highway Safety Plan goals.

SPEED

STATEWIDE GOAL: Decrease speed-related fatalities 4 percent from the 2015 calendar base year of 326 to 313 by December 31, 2018.

AGENCY GOAL: Decrease speed related fatality crashes from 1 in FY2016 to 0 in
FY2018 and decrease speed related serious injury crashes from 6 in FY2016
to 5 in FY2018

- BASED ON SPEED-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

75% percent of speed control selective enforcement activities are to be conducted

between the hours of 9A - 3P

with special emphasis on the following days of the week: Saturday - Tuesday

The remaining 25% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2017, and put in service by March 31, 2018, and documentation maintained concerning its use.
- All sub-recipients must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- Sub-recipients must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director _____
Initial

Date

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Department is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under Section 1906, Public Law 109-59 (Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users - SAFETEA-LU), as amended by Section 4011, Public Law 114-94 (Fix America's Surface Transportation (FAST) Act).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - a. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Sub-recipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - b. **Level 2, for a paid advertising campaign **greater than** \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 - Mail surveys;
 - Telephone surveys;
 - Focus groups;
 - Mall intercept interviews;
 - Direct mailings;
 - Call-in centers;
 - Newspaper polls;
 - Household interviews;
 - Before and after approach, which compares system status before and after the introduction of the message; and
 - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub-recipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Sub-recipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Sub-recipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Sub-recipient must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal

Project Director's Initials _____

highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Sub-recipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -- referred to as the "Supercircular"), the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress and Monitor Report shall address the Sub-recipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Sub-recipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to the Sub-recipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Sub-recipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Sub-recipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by the Sub-recipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. Sub-recipients expending \$750,000 or more in Federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Sub-recipients are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Sub-recipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Sub-recipients are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials _____

Article 1. COMPLIANCE WITH LAWS

The Sub-recipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Sub-recipient shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Sub-recipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) Chapter 4, Highway Safety Act of 1966, as amended; 23 U.S.C. 405, National Priority Safety Programs; 2 CFR Part 200 and 2 CFR Part 1201; the Federal Highway Safety Grant Funding Guidance (Revised 2013); the Federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, the Sub-recipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Sub-recipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Sub-recipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

Project Director's Initials _____

- C. All payments will be made in accordance with the terms of the Grant Agreement.
- The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.
- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. A Sub-recipient may request an Indirect Cost Rate for grants that are not enforcement related. The Sub-recipient must submit a copy of their Federally negotiated indirect cost rate. A Sub-recipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
- Indirect cost references and information can be found in 2 CFR Part 200.
- H. The Sub-recipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub-recipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub-recipient. A matching report must be submitted with each reimbursement voucher.
- I. The Sub-recipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub-recipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.
- All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Sub-recipient. In no case shall the Sub-recipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub-recipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub-recipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, the Sub-recipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

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Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub-recipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub-recipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by the Sub-recipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Sub-recipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Sub-recipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Sub-recipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Sub-recipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Sub-recipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Sub-recipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Sub-recipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Sub-recipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Sub-recipient or any costs incurred by the Sub-recipient relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Sub-recipients shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

The Sub-recipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

Project Director's Initials _____

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Sub-recipient personnel that will materially affect the Sub-recipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Sub-recipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Sub-recipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Sub-recipient shall make such records available at its office for the time period specified in the Grant Agreement. The Sub-recipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Sub-recipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Sub-recipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Sub-recipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub-recipient, its officers, agents or employees. The Sub-recipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Sub-recipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Sub-recipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Sub-recipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Sub-recipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

Project Director's Initials _____

The Grant Agreement shall remain in effect until the Sub-recipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Sub-recipient that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Sub-recipient that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Sub-recipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Sub-recipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Sub-recipient desires to subcontract part of the work specified in the Grant Agreement, the Sub-recipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Sub-recipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Sub-recipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Sub-recipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Sub-recipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUB-RECIPIENT'S RESOURCES

The Sub-recipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Sub-recipient will be able to obtain such personnel from sources other than the Department.

All employees of the Sub-recipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Sub-recipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Sub-recipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Project Director's Initials _____

Article 15. SUB-RECIPIENT SEAT BELT USE

The Sub-recipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by the Sub-recipient, including police vehicles.

Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The Sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 17. PROCUREMENT AND PROPERTY MANAGEMENT

The Sub-recipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the Federal standards.

Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub-recipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 19. RESEARCH ON HUMAN SUBJECTS

The Sub-recipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 20. ASSIGNMENT

The Grant Agreement shall not be assignable by the Sub-recipient in whole or in part without the written consent of the Department.

Article 21. NONDISCRIMINATION

- A. The Sub-recipient WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

B. The Sub-recipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

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"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs a through e, in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."
- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Sub-recipient has been cited for noncompliance with these laws, regulations or policies, the Sub-recipient will not be eligible to receive funding.

Article 22. DRUG-FREE WORKPLACE

The Sub-recipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 23. BUY AMERICA ACT

The Sub-recipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a sub-recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or sub-recipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 USC 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

Project Director's Initials _____

Article 24. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Sub-recipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, the Sub-recipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Sub-recipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 25. DEBARMENT AND SUSPENSION

- A. The Sub-recipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
 - 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local public transactions terminated for cause or default.
- B. Where the Sub-recipient is unable to certify to any of the statements in this Article, such Sub-recipient shall attach an explanation to the Grant Agreement.
- C. The Sub-recipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to the Sub-recipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Sub-recipient shall furnish a copy of such certification.
- D. The Sub-recipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 26. POLITICAL ACTIVITY (HATCH ACT)

The Sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Project Director's Initials _____

Article 27. FEDERAL LOBBYING CERTIFICATION

The Sub-recipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub-recipient or agent acting for such Sub-recipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. The Sub-recipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 28. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub-recipient or agent acting for such Sub-recipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

Article 29. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of

Project Director's Initials _____

any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If the Sub-recipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Sub-recipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

Article 30. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Sub-recipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director, Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

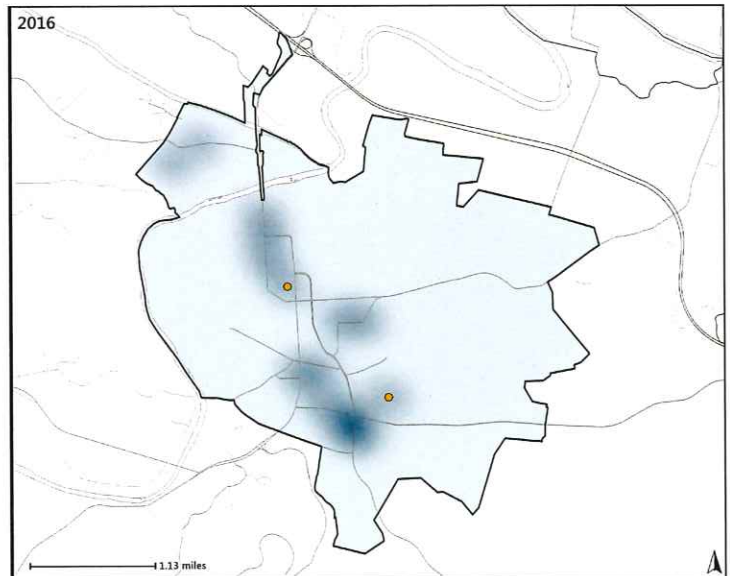
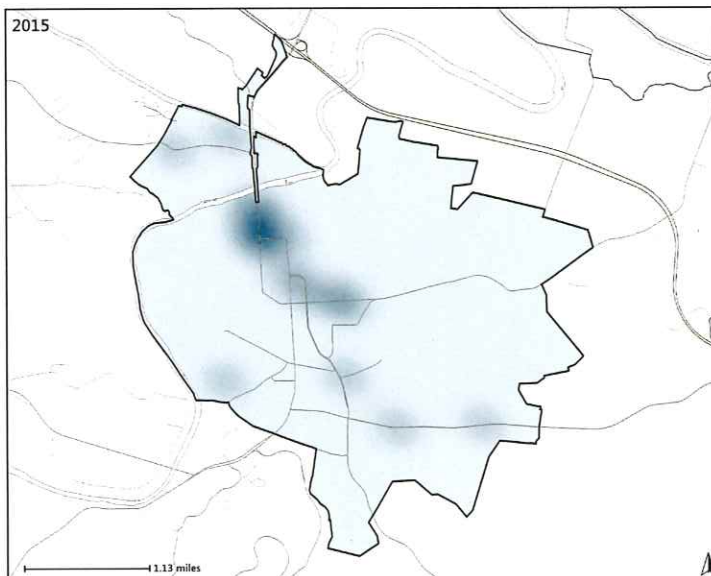
To Sub-recipient: _____

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

Project Director's Initials _____

Front Royal Speed Crash Statistics

Available Crash Data - Calendar Year	2013	2014	2015	2016
All Crashes	153	178	179	197
Fatal Crashes	0	1	0	1
Serious Injury Crashes	2	4	8	6
All Injury Crashes	41	42	45	37
Speed-Related Crashes	21	10	16	15
Speed-Related Fatal Crashes	No Speed-Related Fatalities	No Speed-Related Fatalities	No Speed-Related Fatalities	No Speed-Related Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Speed-Related Serious Injury Crashes	No Speed-Related Serious Injuries	No Speed-Related Serious Injuries	No Speed-Related Serious Injuries	2
Highest Time Period(s)				9:00am - 11:59am Noon- 2:59pm (100%)
Highest Day(s)				Saturday • Tuesday (100%)
Highest Month(s)				July • May (100%)
Speed-Related Injury Crashes	6	2	4	5
Highest Time Period(s)	9:00am - 11:59am (33%)	9:00am - 11:59am (100%)	3:00pm- 5:59pm (50%)	9:00am - 11:59am (60%)
Highest Day(s)	Tuesday (50%)	Sunday • Wednesday (100%)	Monday • Sunday (50%)	Saturday • Tuesday (80%)
Highest Month(s)	August • February (34%)	December (100%)	December (50%)	May (60%)



- Speed-Related Fatal Interstate Crashes
- Speed-Related Serious Injury Interstate Crashes

- Speed-Related Fatal Non-interstate Crashes
- Speed-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all speed-related crashes.

Front Royal Speed Crash Statistics

Report of Crashes for January 1st - June 30th

Available Crash Data - Partial Year	2014	2015	2016	2017*
All Crashes	83	80	101	100
Fatal Crashes	1	0	1	2
Serious Injury Crashes	1	2	4	2
All Injury Crashes	17	19	23	27
Speed-Related Crashes	4	6	11	13
Speed-Related Fatal Crashes	No Speed-Related Fatalities	No Speed-Related Fatalities	No Speed-Related Fatalities	No Speed-Related Fatalities
Highest Time Period(s)				
Highest Day(s)				
Highest Month(s)				
Speed-Related Serious Injury Crashes	No Speed-Related Serious Injuries	No Speed-Related Serious Injuries	1	1
Highest Time Period(s)			9:00am - 11:59am (100%)	6:00pm - 8:59pm (100%)
Highest Day(s)			Saturday (100%)	Saturday (100%)
Highest Month(s)			May (100%)	February (100%)
Speed-Related Injury Crashes	No Speed-Related Injuries	1	4	5
Highest Time Period(s)		3:00pm - 5:59pm (100%)	9:00am - 11:59am (75%)	6:00pm - 8:59pm (60%)
Highest Day(s)		Wednesday (100%)	Saturday (50%)	Monday - Saturday (40%)
Highest Month(s)		May (100%)	May (75%)	April (40%)



- Speed-Related Fatal Interstate Crashes
- Speed-Related Fatal Non-interstate Crashes
- Speed-Related Serious Injury Interstate Crashes
- Speed-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all speed-related crashes.
 * This report contains preliminary data.

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Liaison Committee Meeting Items

Summary: Council is requested to approve the addition of the following items to the Liaison Committee Meeting Agenda scheduled for September 21, 2017:

- 1) Splash Pad
- 2) Rt. 522 Corridor Water Upgrade Project
- 3) IT Federal Main Street Project.

Budget/Funding: None

Attachments: Liaison Committee Meeting Agenda from July 20, 2017 and Memorandum from County Administrator.

Meetings: Work Session held September 5, 2017

Staff

Recommendation: Approval ✓ Denial _____

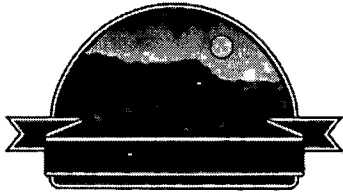
Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the addition of the following for the Liaison Committee Agenda of September 21, 2017: 1) Splash Pad, 2) Rt. 522 Corridor Water Upgrade Project and 3) IT Federal Main Street Project

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



AGENDA TOWN/COUNTY LIAISON COMMITTEE MEETING

Warren County Government Center

July 20, 2017

6:00 PM



- **Call to Order – Linda P. Glavis, Chair of the Warren County Board of Supervisors**
 - 1) **Development Review Committee – Doug Stanley**
 - 2) **Avtex Property Main Street Extension – Joe Waltz**
 - 3) **Wastewater Treatment Plant/Septage Receiving Facility – Joe Waltz**
 - 4) **Consideration of Joint Towing Board – Doug Stanley**
 - 5) **McKay Property Update – Jennifer McDonald**
 - 6) **Building Inspections Software – Doug Stanley**
 - 7) **Warren County's In-Town Projects – Doug Stanley**
 - 8) **Leach Run Parkway Project – Doug Stanley**
 - 9) **Tethering of Dogs in Extreme Weather – Doug Stanley**
 - 10) **Electrical Outlets at County Soccer Facilities – Doug Stanley**
- **Adjournment**



COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100

Front Royal, Virginia 22630

Phone: (540) 636-4600

FAX: (540) 636-6066

Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

September 5, 2017

**BOARD OF
SUPERVISORS**

CHAIR
Linda P. Glavis
South River
District

VICE-CHAIR
Tony F. Carter
Happy Creek
District

Archie A. Fox
Fork
District

Daniel J. Murray, Jr.
North River
District

Thomas H. Sayre
Shenandoah
District

Mr. Joseph E. Waltz, Town Manager
Town of Front Royal
P.O. Box 1560
Front Royal, Virginia 22630

RE: *Liaison Committee Agenda Items*

Dear Joe:

At its meeting on Tuesday, September 5th, the Warren County Board of Supervisors requested that the following items be included for discussion at the upcoming Liaison Committee meeting on September 21st:

- ▶ Phase II Happy Creek Road Project Update
- ▶ Town Building Maintenance Code Enforcement Update

Sincerely,

Douglas P. Stanley, AICP ICMA-CM
County Administrator

DPS

cc: Emily Mounce, Deputy Clerk
Warren County Board of Supervisors

7C



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Correction to Motion for Encroachment at 311 Blue Ridge Avenue

Summary: Council is requested to approve a correction to the motion for a Resolution that was approved by Council on August 28, 2017 for an Encroachment Agreement at 311 Blue Ridge Avenue for Karen Marshall to state that Council approve a Resolution for an existing encroachment of a ~~portion of Kimberly Dawn Wilson's property located at 831 Commerce Avenue~~ chain link fence onto Blue Ridge Avenue right-of-way located at 311 Blue Ridge Avenue for property owner Karen Marshall for a period not to exceed (5) five years, which period may be extended by additional (5) five year periods by further Encroachment License executed by the Town manager in the name of Town Council, as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a correction to the motion for a Resolution that was approved by Council on August 28, 2017 for an Encroachment Agreement at 311 Blue Ridge Avenue for Karen Marshall to state that Council approve a Resolution for an existing encroachment of a ~~portion of Kimberly Dawn Wilson's property located at 831 Commerce Avenue~~ chain link fence onto Blue Ridge Avenue right-of-way located at 311 Blue Ridge Avenue for property owner Karen Marshall for a period not to exceed (5) five years, which period may be extended by additional (5) five year periods by further Encroachment License executed by the Town manager in the name of Town Council, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

RESOLUTION

WHEREAS, Karen Elaine Marshall, the owner of improved real property located at 311 Blue Ridge Avenue, Town of Front Royal, County of Warren, Virginia, Warren County **Tax Map # 20A814-2-10C**, has requested that the Town Council of the Town of Front Royal, Virginia, renew the authorization of the existing encroachment of a portion of said improvements located on said real property into, on and over the Town's Blue Ridge Avenue right-of-way; and,

WHEREAS, pursuant to the authority granted the Town by Sections 15.2-2009 through 15.2-2011 of the Code of Virginia, 1950, as amended, Town Council is of the opinion and determines that it is in the public interest to renew the authorization of the existing encroachment into, on and over the Town's Blue Ridge Avenue right-of-way by a portion of the real property improvements located at 311 Blue Ridge Avenue, for a period not to exceed five (5) years, which said authorization period may be extended by additional five (5) year periods by further Encroachment License executed by the Town Manager in the name of the Town Council, all according to the terms and conditions stated in an Encroachment License to be executed by the parties, with plat of survey attached, to the extent as more particularly described therein.

NOW, THEREFORE, BE IT, HEREBY, RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the Town hereby renews the authorization of the existing encroachment into the Town's Blue Ridge Avenue right-of-way by a portion of the real property improvements located at 311 Blue Ridge Avenue, said encroachment extending approximately One and Six-Tenths

Feet (1.6') into Blue Ridge Avenue, for a period not to exceed five (5) years, which period may be extended by additional five (5) year periods by further Encroachment License executed by the Town Manager in the name of the Town Council. This encroachment authorization is conditioned upon the execution and recording of an Encroachment License by said property owner, with plat of survey attached, said survey to be obtained to be obtained at the expense of the property owner and the recordation thereof at the expense of the property owner, in the land records of the Circuit Court of Warren County, Virginia, authorizing said encroachment according to the terms and conditions stated herein and to the extent as more particularly described herein. The Town Manager is hereby authorized to execute an Encroachment License acceptable to Town on behalf of the Town.

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017, upon the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____

Jacob Meza _____

William A. Sealock _____

Gary Gillispie _____

Christopher Morrison _____

Eugene R. Tewalt _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

Douglas W. Napier,
Town Attorney

Date



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 13

Meeting Date: August 28, 2017

Agenda Item: COUNCIL APPROVAL – Resolution to Extend an Encroachment Agreement at 311 Blue Ridge Avenue – Karen Marshall

Summary: Council approved a resolution on September 10, 2012 of an encroachment of a chain link fence onto Blue Ridge Avenue right-of-way located at 311 Blue Ridge Avenue for property owner Karen Marshall. The resolution was approved for a period not to exceed five (5) years, which said authorization period may be extended by an additional five (5) year periods by further resolution of Council. Council is requested to approve the extension of the encroachment but to revise the motion that the extension of the additional five (5) year periods be executed by the Town Manager in the name of Town Council, as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Resolution for an existing encroachment of a portion of Kimberly Dawn Wilson's property located at 821 Commerce Avenue for a period not to exceed (5) five years, which period may be extended by additional (5) year periods by further Encroachment License executed by the Town Manager in the name of Town Council, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

7D



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(D)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Revision to Policy for Fixed Video Equipment in Public Areas

Summary: Town Council approved a Resolution on July 11, 2016 that enacted a policy for Town Fixed Video Equipment in Public Areas. Since this time Town Staff has realized that revisions are warranted to the policy to give additional authority to the Town Manager for viewing and monitoring video equipment. Council is requested to consider approval of these revisions as presented.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held September 5, 2017.

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve revisions to the Resolution “Policy for Town Fixed Video Equipment”, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW



Town of Front Royal, Virginia

**RESOLUTION
POLICY FOR
TOWN FIXED VIDEO EQUIPMENT
IN PUBLIC AREAS**

WHEREAS, the Town of Front Royal recognizes that the use of fixed video recording equipment in public areas is a visual deterrent for criminal behavior and is a tool for our Police Department to investigate criminal incidents that occur in public places; and,

WHEREAS, the Town recognizes the concern of the public that a policy be established for the installation, use, and maintenance of these fixed video recording devices; and,

WHEREAS, the Town Council desires that the policy for Town fixed video equipment in public areas be expressly documented;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby establish the policy for the Town's use of fixed video recording equipment in public areas to be administered by the Town Manager.

Fixed Video Equipment in Public Places

1. The Town Manager may authorize installation of fixed video equipment and recording systems within Town buildings as a visual deterrent of criminal behavior and for the protection of Town employees, the public, and Town assets. In implementing these video camera systems, the Town Manager will ensure compliance with federal, state, and local laws and rules governing such use. The Town Manager will also ensure compliance with the regulations established in this Chapter.
2. The Town Council may authorize installation of fixed video equipment and recording systems within Town owned public areas for frequent assembly of large groups of individuals to promote a safe environment by deterring acts of theft, vandalism, harassment and/or assault. This authorization shall not extend to public streets, sidewalks, or trails. In implementing these video camera systems, the Town Manager will ensure compliance with federal, state, and local laws and rules governing such use. The Town Manager will also ensure compliance with the regulations established in this Chapter.
3. Installation of fixed video equipment and recording systems shall be focused on public areas and shall include the placement of notice to the public that such systems are in use. Placement of notification shall be of sufficient size and number that is reasonable to the Town Manager to ensure adequate communication of the use of such systems.
4. Installation of fixed video equipment not specifically identified in this Chapter shall require approval from the Town Council.
5. Access to the fixed video equipment and recording systems shall be limited to the Town's IT Department. The IT Department personnel shall only access the recordings upon request from the Police Department following a criminal incident or during maintenance of the system. Personnel shall maintain a log of events in which the system is accessed that, at a minimum, shall include the names of the individuals, date, time, and reason for access.
6. All fixed video equipment systems shall overwrite video data within two weeks of recording, unless otherwise retrieved for legitimate law enforcement investigator purposes. All video recordings retrieved and transmitted to the Police Department shall be subject to the Department's policies and regulations.
7. No Town employee or other person, without a court order, shall be permitted to view, continually watch, search, copy, disseminate, or otherwise use the Town's video recordings, **except 1)** without a specific

legitimate purpose directly related to the legitimate investigation by a law enforcement agency of a reported criminal incident, ~~and~~ **or** 2) express prior permission from the Town Manager.

8. Any employee who becomes aware of any unauthorized access or use of a video record in contradiction of this Chapter and/or a potential privacy breach has the responsibility to ensure that the Town Manager is immediately informed of such a breach. The Town Manager shall investigate and address all incidents and issue the appropriate disciplinary action. The Town Manager shall advise Town Council of any such breach.
9. Nothing in this Chapter shall prohibit the Police Department's use of video recordings from other sources (in-car, bodycams, private videos, etc.) to investigate criminal activity, nor shall it apply to the use of surveillance monitoring by a law enforcement agency engaged in a legitimate criminal investigation. The Police Department can continue to monitor the video cameras associated with access to their secure building and to their parking lots.
10. Nothing in the Chapter shall prohibit personnel at the Water Treatment Plant, Wastewater Treatment Plant, ~~or~~ Energy Services **Department or any other Town buildings as deemed necessary by the Town Manager,** to monitor the video cameras associated with access to secure buildings or sites associated with the provision of utility service to our citizens.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS RESOLUTION was approved as revised at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Eugene R. Tewalt	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
John P. Connolly	<u>Yes/No</u>	Christopher S. Morrison	<u>Yes/No</u>

Approved as to Form and Legality:

Douglas W. Napier, Town Attorney

Dated: _____

7E



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(E)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Bridge Inspections and Load Rating Services

Summary: Council is requested to approve a bid from Mattern & Craig for Bridge Safety Inspections of eleven (11) structures with a length greater than 20 feet but not more than 200 feet within the Town at a cost of \$13,300 and then perform the Load Rating Analysis Services at the same time at a cost of \$21,400 for a total cost of \$34,700 to be performed by December 17, 2017.

Budget/Funding: Public Works FY18 budget line item 4500-45472

Attachments: Memorandum from the Purchasing Agent and Proposal from Mattern & Craig

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Mattern & Craig for Bridge Safety Inspections of eleven (11) structures at a cost of \$13,300 and then perform the Load Rating Analysis Services at the same time at a cost of \$21,400 for a total cost of \$34,700 to be performed by December 17, 2017.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: *JW*



MEMORANDUM

Date: September 5, 2017
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

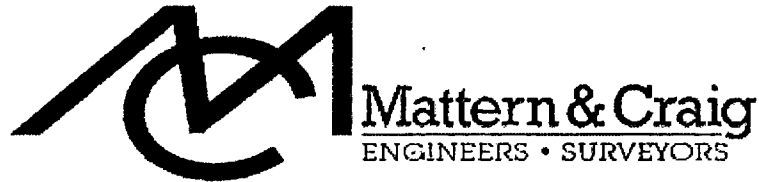
The Department of Environmental Services has received notification from VDOT that the Federal Highway Administration (FHWA) Directive HIBT-10 mandates that all NBI (National Bridge Inventory) bridges with a span length greater than 20 feet but not more than 200 feet shall have a Load Rating completed on or before December 17, 2017. The Town has eleven (11) bridges in our VDOT jurisdiction that will require this evaluation. Mattern & Craig has submitted a cost proposal from Mattern & Craig to perform two services for the Town in order to be more cost effective. The first would be Bridge Safety Inspections of all eleven (11) structures, and then perform the Load Rating Analysis Services at the same time. Mattern & Craig has been pre-approved as a small business firm under the Statewide Building and Professional Services Contracts. This contract was awarded as Solicitation DEB05262016CATB Professional Services Category B by the Virginia Department of General Services, Bureau of Facilities Management. The contract was awarded as a competitive bid, therefore the Town of Front Royal is able to legally utilize the contract without having to issue our own proposal.

The cost proposal for the Bridge Safety Inspections Services on eleven (11) structures is \$13,300.00, and the cost proposal for the Load Rating Analysis Services on the structures is \$21,400.00. The dollar amount requires Town Council approval. Please add this item to the September 11, 2017 Council agenda for their action.

Staff recommends that the Department of Environmental Services Bridge Inspections and Load Rating services be awarded to Mattern & Craig at a total cost of \$34,700.00.

Funding for these services is available in Department of Environmental Services FY18 budget line item 4500-45472.

Michael S. Agee
Steven A. Campbell
Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Vose
Randy L. Dodson
Chad M. Thomas



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (Retired)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)

May 18, 2017

Mr. Jimmy Hannigan
Director of Environmental Services
Town of Front Royal
P.O. Box 1560
Front Royal, VA 22630

RE: Front Royal –2017 Bridge Safety Inspections
& Load Ratings

Dear Mr. Hannigan:

Mattern & Craig is pleased to provide the following proposal to provide consulting engineering services to perform bridge safety inspections and load rating analysis for eleven (11) structures in accordance with VDOT requirements. See attached *Structure List* for a listing of structures to be inspected and load rated:

Consulting engineering services shall include the following:

Bridge Safety Inspection Services

- Review existing bridge data and inspection reports.
- Review bridge plans, if available.
- Perform field inspections of bridges in accordance with the current Virginia Department of Transportation's (VDOT) requirements. Inspections will be limited to visual observations of readily accessible members only. The inspections will include "hands-on" inspection of fatigue prone details and will be performed from ladders to access the bridge superstructure, if necessary. The use of non-destructive testing methods are not included as a part of this project, but may be added as an additional service if requested or required by the Town of Front Royal.
- Provide sketches of any existing scour conditions adjacent to accessible substructure members. Provide sketches of existing channel profiles at the upstream face of bridges over waterways.
- Prepare inspection reports in accordance with current VDOT requirements for each structure inspected. Reports for the inspected structures shall be on VDOT's standard report forms. Review and update SI&A sheets as necessary.

701 First St. S.W. • Roanoke, VA 24016
(540) 345-9342 • Fax (540) 345-7691
www.matternandcraig.com

- Provide the Owner with two (2) copies of the inspection reports, each with color copies of photographs depicting critical areas. Also included will be two (2) CDs containing digital copies of the inspection reports. One (1) CD should be submitted to VDOT and one (1) CD is for your records.
- Provide a letter report summarizing Mattern & Craig's recommendations. Review recommendations for any repairs, replacements, new load postings, or modifications with the Owner by phone.
- Provide Element Level Inspection for all inspected structures located on the National Highway System (NHS) using the guidelines of the AASHTO Manual for Bridge Element Inspection 2016 and the VDOT Supplement to that document. The structures located on the NHS are designated on the attached *Structure List*. The cost to provide Element Level Inspection on these structures is provided in the proposal.

Load Rating Analysis Services

- Review existing bridge, data and inspection reports.
- Review original construction and rehabilitation plans, if available.
- The load rating of the structures shall be in accordance with the following:
 - AASHTO LRFD Bridge Design Specifications, Seventh Edition with 2016 Interim Revisions and VDOT Modifications.
 - AASHTO Manual for Bridge Evaluation, Second Edition with Interims.
 - VDOT Structure & Bridge I & IM-86.1.
- The load rating will include the analysis of the AASHTO HL-93 design load, Virginia legal loads, Virginia Permit Loads, AASHTO Specialized Hauling Vehicle (SHV) loads and the emergency/towing vehicle (EV and CHDTR) loads now or soon to be required by VDOT.
- Perform load rating calculations based on the available information for the structures, using reasonable assumptions based on structural design experience where necessary.
- Mattern & Craig has requested and received plans and/or previous load rating calculations for several of the structures. The load rating analyses will be based upon this information.
- If the structure to be analyzed is a concrete structure and no plans are available, an assumed load rating will be based upon the history and existing condition of the bridge per VDOT guidelines.
- Provide the results of the load rating on a standard 'Load Rating Summary Form for Structures' in accordance with the VDOT Structure and Bridge Division guidelines. Provide load rating calculations to supplement the results.

Mr. Jimmy Hannigan
May 18, 2017
Page 3

Based on the information provided, we propose to provide all of the above referenced consulting engineering services for the lump sum fee of Thirty-Four Thousand Seven Hundred Dollars (\$34,700.00). A fee breakdown of services is provided in the table below:

SERVICE	FEE
Bridge Safety Inspections Services (11 Structures)	\$13,300.00
Load Rating Analysis Services (11 Structures)	\$21,400.00
Total	\$34,700.00

In order to provide the load ratings to VDOT by August 2017, the field work for the bridge safety inspection services will be performed during the month of July, and we will submit the inspection reports and the load ratings to the Town during the month of August. Note that this is a change to the regular inspection schedule and that these structures will be due for inspection during the month of July in future years.

We propose to provide any additional services you may require based on our payroll costs times a 2.6 multiplier, plus expenses. Services of specialized Subconsultants, if required, will be provided based on the actual cost to Mattern & Craig times a 1.15 multiplier.

Thank you for this opportunity to provide our services. You can acknowledge your acceptance by signing below. We are forwarding you two (2) copies of this letter. Please return one (1) executed copy and retain the others for your files.

We look forward to working with you and your staff on this project. If you have any questions or if I can offer any further assistance, please do not hesitate to call.

Sincerely,

MATTERN & CRAIG



Chad M. Thomas, P.E.
Principal/Project Manager

CMT/pyb

Attachments: As noted

TOWN OF FRONT ROYAL, VIRGINIA

Accepted By: _____

Date: _____

Bridges Requiring Load Rating

Fed ID	Rte	City	Str	Length	System	Span Type	GCR Deck	GCR Super	Span Material	Deck Material	GCR Min (Deck/Super)	Year Built	Plans Exist
20273	522	Front Royal (112)	1802	80.7	Primary	Girder-Floorbeam	6	5	Continuous Steel	CIP Concrete	5	1965	Y
20271	55	Front Royal (112)	1800	95.5	Primary	Slab	7	7	Continuous Concrete	CIP Concrete	7	1986	Y
20264	0	Front Royal (112)	8001	66.7	Urban	Multi Box Beam/Girder	5	5	Prestressed Concrete	CIP Concrete	5	1965	Y
20263	0	Front Royal (112)	8000	76.5	Urban	Multi Box Beam/Girder	6	6	Prestressed Concrete	CIP Concrete	6	1965	Y
20267	647	Front Royal (112)	8004	96.3	Urban	Multi Box Beam/Girder	6	6	Prestressed Concrete	CIP Concrete	6	1979	Y
25141	0	Front Royal (112)	8003	80.7	Urban	Multi Box Beam/Girder	7	7	Prestressed Concrete	CIP Concrete	7	1992	Y
20270	0	Front Royal (112)	8007	43.7	Urban	Slab	7	7	Concrete	CIP Concrete	7	1932	Y
20265	0	Front Royal (112)	8002	59.1	Urban	Stringer/Multi-Beam Girder	7	7	Steel	Timber	7	1937	Y

Total = 8

Culverts Requiring Load Rating

Fed ID	Rte	City	STR	Length	System	Year Built	Fill	GCR	Plans Exist				
20268	0	Front Royal (112)	8005	96.8	Urban	1965	0	5	Y				
28336	0	Front Royal (112)	8008	99	Urban	1995	1	6	Y				
28337	647	Front Royal (112)	8009	99.9	Urban	2006	1	7	Y				

Total Culverts = 3

7F



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(F)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Reels of Okonite Cable – Energy Services

Summary: Council is requested to approve a bid from Anixter, Inc. for the purchase of seven (7) reels of Okonite cable at a cost of \$25,964.

Budget/Funding: Energy Services FY18 budget line item 9401-47502 “Line Extension” – Electric Service”

Attachments: Memorandum from the Purchasing Agent and 3-Quote Form

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Anixter, Inc. for the purchase of seven (7) reels of Okonite cable at a cost of \$25,964.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: September 5, 2017
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

Cathy

On Wednesday, August 23, 2017, I received a requisition from the Department of Energy Services for the purchase of seven (7) reels of Okonite cable. The Department had received electronically transmitted quotes for this cable, and submitted the 3-quote form along with the requisition.

Due to the dollar amount, the award for this purchase requires Town Council approval. Please add this item to the September 11, 2017 Council agenda for their action.

Staff recommends the award for the purchase of seven (7) reels of Okonite cable be made to Anixter, Inc., for a total cost of \$25,964.00.

Funding for this purchase is available in Department of Energy Service FY18 budget line item 9401-47502 "Line Extension - Electric Service".

TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT ElectricBUYER ChicoDATE 8-23-17

DESCRIPTION OF COMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
#2 Urd primary Cable Okonite	2000FT.	Anixter	Wesco	U.U.
COST OF COMMODITIES/SERVICES (LESS FREIGHT)		\$ 3050.00	\$ 3280.00	\$ 3240.00
FREIGHT/DELIVERY COST		\$ —	\$ —	\$ —
GRAND TOTAL, NET THIRTY TERMS		\$ 3050.00	\$ 3280.00	\$ 3240.00
PRICES FIRM THROUGH		9-15-17	9-15-17	9-20-17
Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor. The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.	VENDOR NAME			
	FED TAX I.D./SSN#			
	ADDRESS			
	CITY, STATE			
	PHONE/FAX			
	CONTACT			
Number of vendors solicited <u>3</u> If none, please state reasons on the back of this form.	BUYERS SIGNATURE <i>Walter "Chico" Puckett</i>			

TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT Electric

BUYER Chico

DATE 8-23-17

DESCRIPTION OF COMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
1/6 Urd primary cable OKONITE	12,000FT	Anixter	Wesco	CED
6 reels x 2,000 FT EA.				
COST OF COMMODITIES/SERVICES (LESS FREIGHT)		\$ 22,644.00	\$ 24,336.00	\$ 29,727.60
FREIGHT/DELIVERY COST		\$ —	\$ —	\$ —
GRAND TOTAL, NET THIRTY TERMS		\$ 22,644.00	\$ 24,336.00	\$ 29,727.60
PRICES FIRM THROUGH		9-15-17	9-15-17	9-21-17
Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor. The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.	VENDOR NAME			
	FED TAX I.D./SSN#			
	ADDRESS			
	CITY, STATE			
	PHONE/FAX			
	CONTACT			
Number of vendors solicited <u>3</u> If none, please state reasons on the back of this form.	BUYERS SIGNATURE <i>Allyce Chico Partlow</i>			

7G



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(G)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for 30-year Water Model Project

Summary: Council is requested to approve a bid from CHA Consulting, Inc for an evaluation on the hydraulic capabilities of the Town's water distribution system and recommendations for various improvements to the system for a planning period up to thirty (30) years at a total cost of \$75,000 that includes eight (8) tasks as listed in Exhibit C.

Budget/Funding: Public Works Water Treatment Plant FY18 budget line item 9601-43002 "Professional Services"

Attachments: Memorandum from the Purchasing Agent and Proposal from CHA Consulting

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from CHA Consulting, Inc for a 30-year water model project that includes eight (8) tasks at a total cost of \$75,000.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: September 5, 2017
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Thursday, June 22, 2017, I received Statements of Qualifications for an evaluation on the hydraulic capabilities of the Town's water distribution system, and recommendations for various improvements to the system for a planning period up to thirty (30) years. The evaluation will include a mapping update of the existing distribution system using records maintained by the Town and could potentially require physical surveys in limited areas. The study will also include incorporation of demand projections into the hydraulic model. Demands have been developed by the Town of Front Royal and Warren County. These projections, along with distribution map updates and hydraulic modeling work will serve as the basis for the water distribution system improvements recommendations.

I received two submittals, with both reviewed by the Department of Environmental Services. I have received a recommendation for the award to be made to CHA Consulting. This firm has an excellent history of this type of project completed for the Town. A copy of the Tasks and the cost per Task is attached.

Due to the dollar amount, for this project to move forward, I will need Town Council approval. Please add this item to the September 11, 2017 Council agenda for their action.

Staff recommends that the 30-year water model project be awarded to CHA Consulting, Inc. at a total cost of \$75,000.00 for all of the eight (8) Tasks. Funding for this project is available in the Department of Environmental Services Water Treatment Plant FY18 budget line item 9601-43002 "Professional Services".

EXHIBIT A

CHA Consulting, Inc. (CHA) is pleased to submit this proposal to provide engineering services for the Town of Front Royal system wide water system evaluation. Our project understanding, scope, schedule, and fees are outlined in the following paragraphs.

PROJECT UNDERSTANDING

The Town of Front Royal owns and operates a 6 MGD surface Water Treatment Plant facility with a distribution system serving more than 6,000 customers. The system contains approximately 150 miles of water main lines. There are 3 booster stations that pump to 3 different pressure zones and a gravity zone, 2 finished water clear wells, 3 ground storage tanks, and 1 elevated storage tank.

I. Scope of Services (Exhibit A):

CHA will provide engineering services for the development of a system wide hydraulic model using Bentley WaterGEMS V8i.

Our engineering services will include the following Tasks:

- Task 1 – Project Kick-off Meeting
- Task 2 – Update Existing Mapping
- Task 3 – Develop Usage Data
- Task 4 – Development of Pipes and Nodes
- Task 5 – Development of Demands
- Task 6 – Model Calibration
- Task 7 – Development of Demand Scenarios
- Task 8 – Development of CIP Plan

The detailed scope of work for each Task is outlined below.

Task 1 – Project Kick-off Meeting

CHA will prepare for and conduct a project kick-off meeting to outline the details of the project and request information from the Town that is critical to the project.

Task 2 – Update Existing Mapping

CHA will work with Town staff to update the existing water system mapping as follows:

- Review and update of existing piping location, material type, and diameter.
- Review and update of pump station data, pressure reducing valve settings, and storage tank information.
- Review of water system component's age (if known). This will include pipes, valves, pumps, and tanks.
- Review of repair history for the water system components. This will include pipes, valves, pumps, and tanks.

Task 3 – Develop Usage Data

CHA will work with Town staff to develop a usage profile that reflects the Town water usage as follows:

- Development of residential, commercial, and industrial water usage data for the water system in excel format including physical addresses associated with each meter.
- Assess accountability (water loss) data for the water system.

Task 4 – Development of Pipes and Nodes

Based on information developed from Tasks 1 – 3, CHA will update the existing Town hydraulic model in WaterGEMS. The pipes will be developed to reflect the distribution system as closely as possible with respect to pipe material, size, and flow characteristics (friction coefficient). Pump stations, pressure reducing stations, and storage tanks will be updated as part of this Task. This Task will also include the development of the water system nodes within WaterGEMS based on demand centers. The nodes will be assigned an elevation and demand based on the results of Task 5.

Task 5 – Development of Demands

Demands will be developed based on meter records for the water system. The demand data will be incorporated into the model as the “average” demand so that future demand scenarios can be created by increasing the flow by the appropriate multiple.

Task 6 – Model Calibration

CHA will develop a fire flow monitoring plan and work with Town staff during fire flow data collection. This plan will include locations for fire flows to be administered along with corresponding locations for pressure data collection during each fire flow activity. This data will be used to calibrate the model so that the modeling conditions generally reflect actual water system conditions. The calibration will be achieved by adjusting the friction coefficient in the pipes until the fire flow data that is collected in the field generally matches the fire flow data in the model.

Task 7 – Development of Demand Scenarios

CHA will work with Town staff to develop multiple demand scenarios for use in evaluating the water system’s ability to store and deliver adequate flow to the existing and future demand centers in the Town’s service area. All scenarios will be evaluated based on maintaining a minimum of 40 psi at all connections. The fire flow for all scenarios will be a minimum of 500 gpm. The scenarios that will be developed include the following:

- Existing Conditions (Twice Average Flow) – This will be used as the base condition for the Town system and will be used as a comparison against all other scenarios to evaluate the impact of changes to demand needs on the current system.
- Existing Conditions + Fire Flow (Twice Average Flow + Fire Flow) – This scenario will evaluate the existing system’s ability to deliver a minimum of 500 gpm of fire flow to all hydrants within the system while maintaining twice average flow to all connections within the system. This scenario will identify deficiencies in the system related to adequate fire flow.
- Future Residential Conditions (Twice Average Flow + Fire Flow) – This scenario will include demands that are projected based on residential land use zoning that is outlined in the Town Comprehensive Plan. We will create new demand centers in the model to reflect future development of residential housing and evaluate the system’s ability to delivery adequate flow to these future areas. This scenario will also include fire flow evaluation and will identify deficiencies in the system related to providing flow to the future residential development areas.
- Future Commercial / Industrial Conditions (Twice Average Flow + Fire Flow) – This scenario will include demands that are projected based on commercial / industrial land use zoning that is outlined in the Town Comprehensive Plan. We will create new demand centers in the model to reflect future development of commercial / industrial businesses and evaluate the system’s ability to delivery adequate flow to these future areas. This scenario will also include fire flow evaluation and will identify deficiencies in the system related to providing flow to the future commercial / industrial development areas.

- Water Age Evaluation (Average Flow) – This scenario will evaluate the water age conditions for each of the previously described scenarios. This will provide data that will be used to evaluate possible disinfection by-product concerns associated with each scenario.

Task 8 – Development of Short and Long Term CIP Improvement Plan

The data that is produced from Tasks 2 and 7 will be used to develop a Capital Improvement Plan for the Town water system. This plan will outline two separate capital improvement initiatives:

- Depreciation Driven Capital Improvements - One list of capital improvements will be driven by water system component age and repair history (depreciation). These improvements will be recommended based on criticality to operation of the system and level of annual repair cost and staff time associated with each water system component. The recommended improvements will be ranked in order of importance and high value of benefit per dollar invested. The ranking list will be used to develop a 50 year CIP plan at 5 year increments. This 50 year plan will be developed so that Town staff can easily prepare annual budgets for CIP efforts and track progress as each year passes.
- Demand Driven Capital Improvements – Another list of capital improvements will be driven by future development and the water demand that will come with that development. This effort will describe the various scenarios that were used to develop the future demands and outline the improvements that are needed for each level of future development. The recommended improvements will be based on water demand increases from development, not time frame. The plan can be structure to outline improvements that are needed in years 10 through 50 but the demand needs will be the actual driver of when the improvements are needed.

EXHIBIT B

II. Schedule (Exhibit B)

We are prepared to begin work on this project upon receipt of an authorization to proceed from the Town. We estimate the work outlined in Exhibit A to take 8 months to complete the actual work. CHA will present a final document to Town staff and Council prior to June 30, 2018.

EXHIBIT C

III. Project Costs (Exhibit C)

The proposed fees for the tasks described above are outlined below. All tasks will be lump sum and we will submit invoices for our services on a monthly basis.

Task 1 – Project Kick-off Meeting	\$ 4,000
Task 2 – Update Existing Mapping	\$ 6,000
Task 3 – Develop Usage Data	\$13,000
Task 4 – Development of Pipes and Nodes	\$12,000
Task 5 – Development of Demands	\$10,500
Task 6 – Model Calibration	\$ 7,000
Task 7 – Development of Demand Scenarios	\$15,000
Task 8 – Development of CIP Plan	<u>\$ 7,500</u>
Total Fee	\$75,000

7H



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(H)

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Bid for Construction of Criser Road Trail

Summary: Council is requested to approve a bid from Lantz Construction for construction of the Criser Road Trail in the amount of \$352,500.00.

Budget/Funding: FY18 Public Works Highway, Bridges & Sidewalk line item 4102-R47933 “Trails – New”, which is funding that has been carried forward from the previous Fiscal Year.

Attachments: Memorandum/Email from the Purchasing Agent with Quotation Tabulation Sheet, and Bid Proposal

Meetings: None

Staff Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a bid from Lantz Construction for construction of the Criser Road Trail in the amount of \$352,500.00.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: September 5, 2017
To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

On Monday, August 7, 2017, I opened bids for the construction of the Criser Road Trail. I received four (4) quotations for the project (see attached tabulation sheet). After reviewing the quotes, and determining items contained in the bid request that could be performed in-house, I requested a revised quote from the lowest submittal in order to bring the cost down. I have attached that cost to this memo. Due to the dollar amount, the award will need Town Council approval before moving forward with the project. Please add this item to the September 11, 2017 agenda for their action.

Staff recommends the award for the construction of the Criser Road Trail be made to Lantz Construction of Winchester in the amount of \$352,500.00.

Funding for this project is available in the FY18 Department of Environmental Services Highway, Bridges & Sidewalks line item 4102-R47933 "Trails - New", which is funding that has been carried forward from the previous Fiscal Year.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: CRISER ROAD TRAIL

Quotation #21

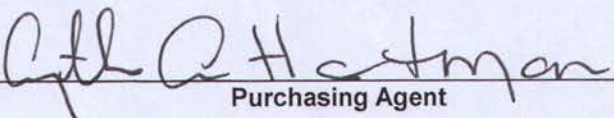
Date: August 7, 2017

Mailed :

Replied 4

Vendor Quotation				
	KEE CONSTRUCTION	M & F CONCRETE	ARTHUR CONSTRUCTION	LANTZ CONSTRUCTION
QUANTITY	WINCHESTER QUOTATION	MANASSAS QUOTATION	DULLES QUOTATION	QUOTATION
CRISER ROAD CONSTRUCTION PROJECT	\$698,654.00	\$864,519.11	\$617,299.00	\$391,880.00
TOTAL QUOTATION				

The above proposals verified to specifications and compliance with terms and conditions.


 Purchasing Agent

DIVISION W - BID PROPOSAL - REVISED

NOTE: BIDDER SHALL SUBMIT PROPOSAL ON FORM PROVIDED HEREIN.

PROPOSAL

OF

Lantz Construction Company of Winchester, Inc.

(Name)

221 Aviation Drive, Winchester, VA 22602

(Address)

(540) 665-0130

(Phone No.)

FOR

CRISER ROAD TRAIL CONSTRUCTION PROJECT

Town of Front Royal, Virginia

Submitted August 30, 2017 20 17

TO THE TOWN OF FRONT ROYAL, VIRGINIA:

We hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Quotation is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Special Provisions and form of Contract and Bond, together with the approved Plans and Specifications for the above described project, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Director of Environmental Services, within the time limit specified in this Invitation for Bid, to-wit:

BID FORM - REVISED

CRISER ROAD TRAIL

NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN. ANY CORRECTIONS TO BIDDER'S ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.

This bid is subject to all terms and conditions set forth in the Bidding Documents.

Lantz Construction Company

The undersigned Bidder, of Winchester, Inc. offers and agrees, if this bid is awarded the Contract, to enter into a Town of Front Royal Construction Contract and totally complete all work as specified or indicated for the construction of the **CRISER ROAD TRAIL** for the stipulated lump sum of:

Three Hundred Fifty-two Thousand, Five Hundred Dollars Dollars
(Words)

(\$ 352,500.00)
(Numbers)

Bids shall be the **TOTAL SUM OF ALL QUANTITIES**, installed and shall include **ALL WORK** necessary to complete the Project to the full intent of the plans. In the event of additions or deductions to the work required by the Contract Documents, the Contractor will be paid extra or shall credit the Owner, as the case may be, on the basis of unit prices.

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed.

In submitting this bid, Bidder represents that Bidder has examined copies of all the Bid Documents, including any Addenda issued.

The undersigned further agrees to bear the full cost of maintaining all work until the final acceptance.

The undersigned further declares that his Proposal is based on specifications as modified by the following Addenda:

Addendum No. <u>1</u>	Dated <u>7/24/17</u>	Addendum No. <u>4</u>	Dated <u>7/26/17</u>
Addendum No. <u>2</u>	Dated <u>7/25/17</u>	Addendum No. <u>5</u>	Dated <u>8/3/2017</u>
Addendum No. <u>3</u>	Dated <u>7/26/17</u>	Addendum No. <u>e-mail</u>	Dated <u>8/21/17</u>
		(attached)	

Accompanying this Bid is a Bid Guarantee, meeting the requirements described in the Instructions to Bidders.

Steve Diehl

From: Cindy A. Hartman <cahartman@frontroyalva.com>
Sent: Monday, August 21, 2017 11:26 AM
To: Steve Diehl
Subject: FW: Criser Road Trail

I sent this to Ralph last Friday, and failed to copy you on it.
Thank you,
Cindy

From: Cindy A. Hartman
Sent: Friday, August 18, 2017 8:25 AM
To: 'rsantmyers@lcwconstruction.com' <rsantmyers@lcwconstruction.com>
Subject: Criser Road Trail

In order to move forward with this project, the Town has been discussing some changes to the specs to bring the cost down. At your earliest convenience, please send me a revised quotation, taking into account the following modifications:

The (14) light poles and (14) light globes will be purchased and installed in-house by the Department of Energy Services.
The Town will install the cable in-house. The Contractor will install the 2" conduit and pull-wire.
The Contractor will install the (14) hand holes.
The (28) fuse and fuse holders will be installed in-house.
The (42) wide range connectors for wire will be installed in-house.
The signage will be completed in-house.
The Contractor shall install a sidewalk spur at Royal Arms Apartments. This spur will be 4-foot wide by 50-foot long, 4-inches deep.
The temporary restriping will be completed in-house.

The Town will be holding open the options for the Contractor to construct the Information Kiosk and the Bus Shelter. A decision will be made a little farther into the project.

Thanks so much. The Town is looking forward to getting this project underway.

Cindy

Cynthia A. Hartman
Purchasing Agent
Town of Front Royal
(540) 636 - 6889 Phone
(540) 636 - 7473 Fax
cahartman@frontroyalva.com

8



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL –Ordinance for a Proposed Vacation of Town Rights-of-Way at 1521 N. Royal Avenue – David Butler (*2nd Read*)

Summary: Council is requested to adopt on its second reading an ordinance to conditionally vacate a portion of 16th Street and two (2) unimproved alleys addressed at 1521 N. Royal Avenue to David and Jean Butler. The vacation includes (1) an unimproved portion of 16th Street extension along Belmont Avenue, approximately 322 feet long by 60 feet wide; (2) an unimproved alley and right of way, running across the middle of the Estate of the Laura A. Denny (*Denny*) property (*North to South*), located adjacent to, near, and to the east of North Royal Avenue; and (3) an unimproved alley and right of way, approximately 150 feet long by 20 feet wide, located on the left (*West*) side of the said Denny property when viewed from Belmont Avenue. Town Staff and a Viewing Committee have reviewed this request (*reports are attached*). Adjacent property owners were notified of the original request and have been notified by certified letter inviting them to the public hearing. A Public Hearing was held to receive comments and concerns from the public on August 28, 2017 and the motion was revised and is therefore reflected below.

Budget/Funding: None

Attachments: Application, Memorandums from Town Staff, Viewing Committee Letter, Appraisal and Ordinance

Meetings: Work Session held May 1 and September 5, 2017 and Public Hearing held August 28, 2017.

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to conditionally vacate a portion of 16th Street and two (2) unimproved alleys addressed at 1521 N. Royal Avenue to David and Jean Butler; and, that the ordinance states that the lots that are created by the vacation of the right of way be substantially five (5) quarter acre lots, 75' in width by 150' in length, along Belmont Avenue, meeting all Town Code requirements as stated in Mr. Butler's "Our Intent" statement by David E. Butler, dated November 11, 2016.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: 

**AN ORDINANCE TO CONDITIONALLY VACATE A PORTION OF THE
TOWN OF FRONT ROYAL'S RIGHT-OF-WAY FOR A PORTION OF 16TH
STREET AND PORTIONS OF CERTAIN ALLEYS IN THE TOWN OF
FRONT ROYAL, VIRGINIA.**

WHEREAS, the Town Council of the Town of Front Royal, Virginia, has received a request from David E. Butler and Jean Butler, who resides at 224 Polk Avenue in said Town, to conditionally vacate a portion of the Town's unimproved Street and two (2) certain alleys located at 1521 North Royal Avenue in said Town, more particularly described as:

- (1) An unimproved portion of 16th Street extension along Belmont Avenue, approximately 322 feet long by 60 feet wide;
- (2) An unimproved ally and right of way, running across the middle of the Estate of the Laura A. Denny (Denny) property (North to South), located adjacent to, near, and to the east of North Royal Avenue;
- (3) An unimproved alley and right of way, approximately 150 feet long by 20 feet wide, located on the left (West) side of the said Denny property when viewed from Belmont Avenue (all of which together being, the "Property");

And to convey the Property to them, the said David Butler and Jean Butler;
and,

WHEREAS, the said Town Council and its Staff have investigated said requests and have found that the portion of the Street and alley rights-of-way requested for vacation and conveyance, being the Property, are not used by the Town or its citizens for public rights-of-way, except for certain public Town utility easements, which said public Town utility easements of not less than fifteen feet (15') from the centerline of the utility lines shall be retained in perpetuity by the Town of Front Royal, its successors and assigns for all purposes for which public utility easements are normally and usually retained by public utilities for its use, maintenance, repair, improvement, ingress, and egress; and

WHEREAS, pursuant to the Town's Ordinances and standard procedures for said requests, and as required by Sections 15.2-2006, *et seq.*, and 15.2-2100, *et seq.*, of the Code of Virginia, 1950, a required \$100.00 application fee has been collected and paid into the Town's General Fund; letters of this proposed vacation have heretofore been sent to property owners who are effected by the proposed vacation and conveyance; the Town Manager and the aforesaid applicants have reached a tentative price for the land to be conveyed based on a fair market appraisal; and the Town has appointed a Viewer's Committee who have personally reviewed the area to be vacated and conveyed and who have filed a written Report with the Town recommending the vacation and conveyance; and, after conducting a duly advertised Public Hearing on the said vacation and conveyance; and Town Council now finds it appropriate and in the best interests of the Town to conditionally adopt this Ordinance and to hereby conditionally vacate and convey the Property to the said David E. Butler and Jean Butler upon the terms and conditions hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia that the following portions of the Town's unimproved Streets and two (2) certain alleys located at 1521 North Royal Avenue in said Town (the "Property") more particularly described as:

- (1) An unimproved portion of 16th Street extension along Belmont Avenue, approximately 322 feet long by 60 feet wide;
- (2) An unimproved ally and right of way, running across the middle of the Estate of the Laura A. Denny (Denny) property (North to South), located adjacent to, near, and to the east of North Royal Avenue;

- (3) An unimproved alley and right of way, approximately 150 feet long by 20 feet wide, located on the left (West) side of the said Denny property when viewed from Belmont Avenue (all of which together being, the “Property”);

Are hereby conditionally vacated, on conditions and terms hereinafter described, and when said terms and conditions are satisfied, said Property will be unconditionally conveyed to the said David E. Butler and Jean Butler; subject to the said utility easements aforesaid,

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the lots being created by the vacation of the rights of way aforesaid are substantially five (5) quarter acre lots, 75’ in width by 150’ in length, along Belmont Avenue, meeting all Town Code requirements as stated in the said David E. Butler’s “Our Intent” statement by the said David E. Butler, dated November 11, 2016, previously filed with the Town, and to be approved by the Town according to law; and,

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said David E. Butler and Jean Butler obtaining a plat and survey of the Property showing the location of the Town’s utility easements, said plat and survey to be prepared by a licensed Virginia Land Surveyor, said survey to be obtained at the expense of the property owners, and the recordation thereof at the expense of the property owners to be filed in the land records of the Circuit Court of Warren County, Virginia; and the Town Manager and Town Surveyor shall, if appropriate, sign and thereby approve the aforesaid Plat of Survey, and that the Town Attorney shall forthwith prepare a good and sufficient Special Warranty Deed for the Property, with appropriate reservations of utility

easements on behalf of the Town, to be signed on behalf of the Town Council by the Mayor, with the Town's Official Seal to be thereunto affixed and attested to by the Clerk of Town Council, and with a copy of the said approved Plat of Survey to be a part thereof, as well as an attested copy of this Ordinance, and that the said Town Attorney shall further, upon receipt of payment in the amount of Twenty Thousand Dollars (\$20,000.00), plus the costs to advertise the Public Hearing, deliver the deed for the Property;

AND BE IT, FURTHER, ORDAINED AND ENACTED that, if the aforesaid plat and survey and said sums are not delivered to the Town Attorney within one (1) year from the date of the adoption of this Ordinance by the said David E. Butler and Jean Butler, he shall report same to this Council, and this Ordinance shall be void.

Upon payment of said sum and recordation of said deed and plat and this Conditional Ordinance, the conditions to this Ordinance shall expire, and this Ordinance and conveyance shall thereupon become Unconditional.

This ordinance shall be effective upon passage.

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017, upon the following recorded vote:

***[REST OF THIS PAGE DELIBERATELY BLANK;
SIGNATURES TO APPEAR ON NEXT PAGE]***

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____

Jacob Meza _____

Christopher Morrison _____

Gary Gillispie _____

William A. Sealock _____

Eugene R. Tewalt _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

A public hearing on the above was held on _____, 2017, having been
advertised in the Northern Virginia Daily on _____ and
_____, 2017. The Ordinance was enacted at the regular meeting of
the Town Council held _____, 2017.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____ / ____ / ____

APPLICATION FOR VACATION OF STREETS AND ALLEYS

(Please see the attached Procedures before submitting the Application)

NAME DAVID BUTLER

ADDRESS 224 POLK AVE PHONE (540) 671-0507

Reason for vacation request: The western 15' alley and 16th

STREET SECTIONS ARE ISLANDS SURROUNDED BY MY

PROPERTY. The 20' Southern ALLEY would be completion of ALLEY VACATION

Please specify the portion of the street or alley to be vacated * (1) 16th ST (UNIMPROVED) FROM BELMONT

WEST TO 15' wide ALLEY (UNIMPROVED) N 85° 04' 56" W 316.71'

(2) 15' wide ALLEY (UNIMPROVED) 338.26' between 20-3-66 Parcel 21 & Parcel 15 as well as
20-3-69 LOT 1, (3) 20' wide ALLEY & UTILEASMENT FROM BELMONT AVE WEST 150' (N 79° 23' 55" W)

List all names and addresses of adjacent property owners: _____

TM 20A3-6 Lot 4 Per D.B. 113/270

*This application must be accompanied by a copy of a plat showing the dedicated street/alley to be vacated.

I have read, understand and will comply with all the specified regulations set forth in Vacation of Streets and Alley Procedures.

Signed David E Butler

Date 11/18/16

Return to: Town Manager
P.O. Box 1560
Front Royal, Virginia 22630

pd. \$100.00 ct# 1302
11/18/16

David & Jean Butler
224 Polk Avenue
Front Royal, VA 22630
540-671-0507

November 11, 2016

Joseph Waltz
Interim Front Royal Town Manager
Town Hall
P.O. Box 1560
Front Royal, VA 22630

Dear Mr. Waltz:

This letter is a request for the vacation of three public right-of-ways in the Town of Front Royal along Belmont Avenue.

Introduction

My name is David E. Butler and along with my wife, Jean A. Butler, we will be purchasing the land along Belmont Avenue owned by the Laura Anne Denny Estate.

It is our request to have three right-of-ways' vacated by the Town to be used for future development. Here are the requested vacancies:

1. 16th Street unimproved extension along Belmont Avenue. The land is 60-foot wide x approx. 322-foot long. This right-of-way adjoins the Denny property on three sides and Belmont Avenue on one side.
2. Unimproved Alley – right-of-way measuring 15-foot wide x 303-foot long. This right-of-way runs across the middle of the Denny Property – north to south.
3. Alley – right-of-way measuring 20-foot wide by 150.75-foot long. This right-of-way is located on the left side of the property when viewing from Belmont Avenue. This right-of-way is adjacent to an improved lot currently owned by the estate of Ms. Bernice J. Bowden.

Our Intent

We will be purchasing the entire Laura Anne Denny Estate consisting of the Edge Hill Home (c-1880) and property along North Royal Avenue, as well as the back lot along Belmont Avenue. We will be renovating the entire home and grounds, preserving trees over 130 years old. To accomplish this work, we will sell five (5) quarter acre lots along Belmont Avenue. Each lot will measure 75-foot wide by 150-foot long. The homes planned for these lots will be in the range of \$200,000 - \$275,000 each.

We look forward working with you to make this request reality. We are truly excited to bring Edge Hill back to its former glory and have it remain a rich part of Front Royal's History.

Cordially,

A handwritten signature in cursive script that reads "David E Butler".

David E. Butler

DEB/jab
Attachments

BY THIS OFFICE



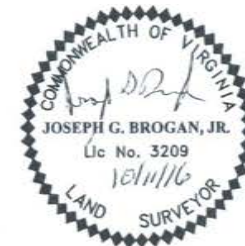
SCALE 1" = 60'

VARIABLE WIDTH

[illegible]

BELMONT AVE.

60" WIDE



COPY

Town of Front Royal
Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 635-5497



Memo

To: Tina Presley
From: David Jenkins Interim Director of Energy Services. *DWJ*
Date: November 23, 2016
Re: 1521 North Royal Avenue

Staff has reviewed the request for the vacation of three public right-of-ways in the Town of Front Royal along Belmont Avenue. Staffs comments are as follows

1. 16th Street unimproved extension along Belmont Avenue.

- No conflict as purposed

2. Unimproved Alley

- Located on the southernmost end of the unimproved alley the Town has a underground transformer located in the unimproved alley as long as the 20 foot utility easement remains in place there will be no conflict

3. Alley

- The Town has a utility pole and underground primary located in the alley as long as the 20 foot utility easement remains in place there will be no conflict

Thank you

If you have any questions please let me know



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Interim Town Manager

From: Jeremy F. Camp, Planning & Zoning Director

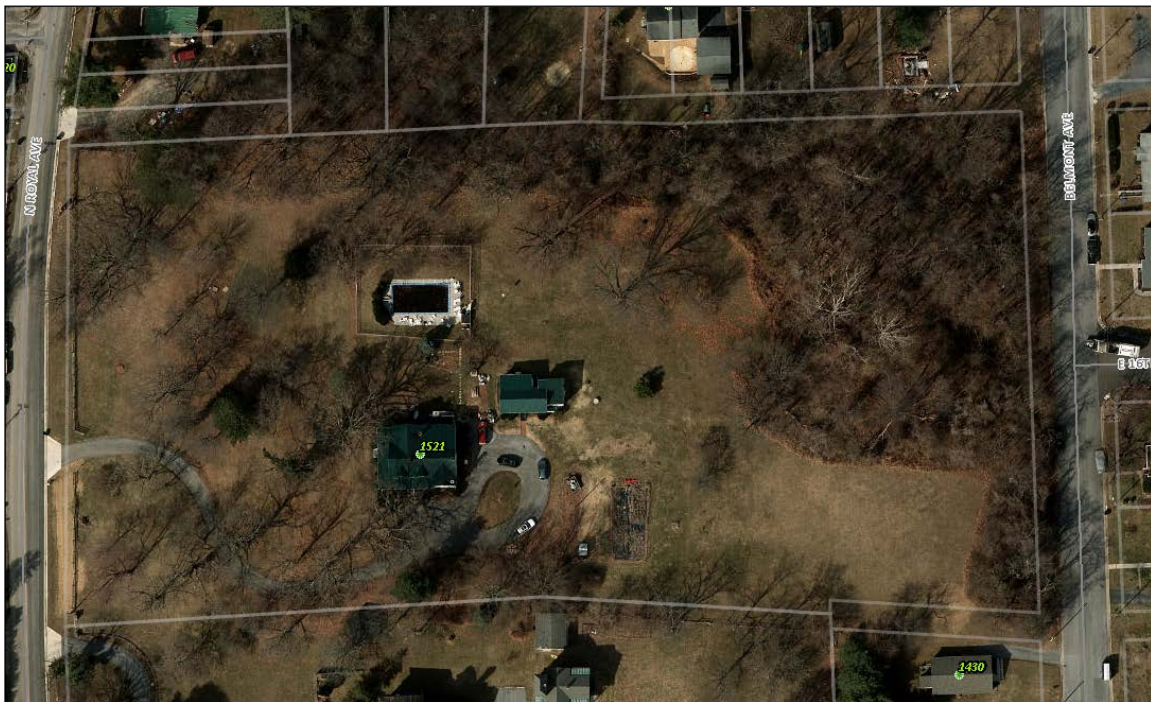
Date: December 7, 2016

Re: Review Comments – David Butler Public ROW Vacation Request

Applicant: David Butler (224 Polk Avenue) (540-671-0507)

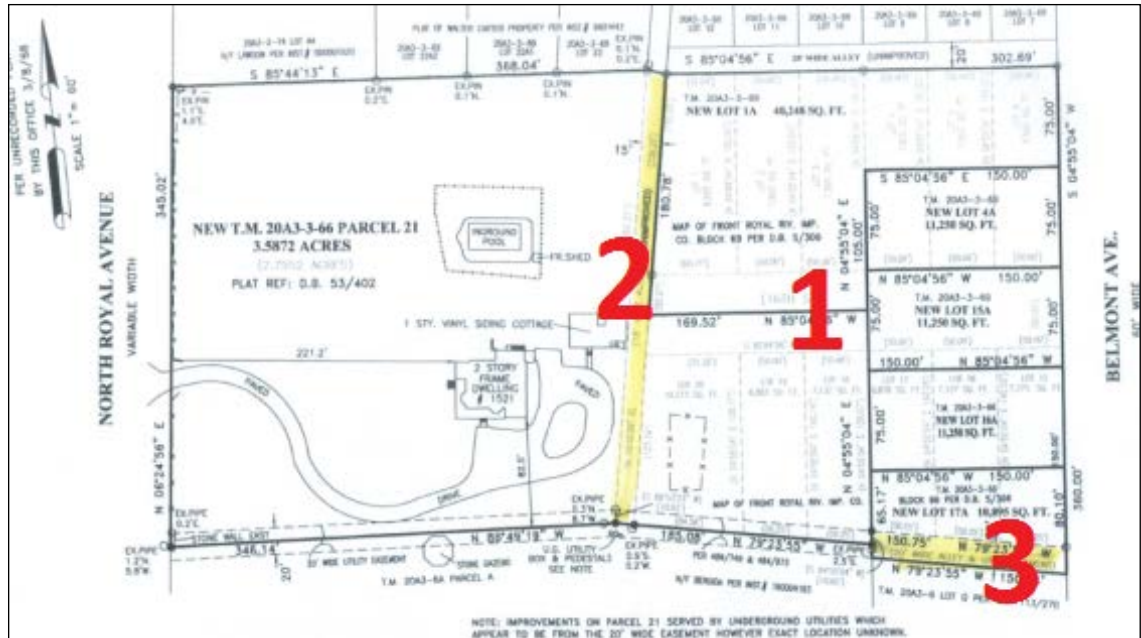
General Request: Vacation of two unimproved alleys and an unimproved street.

Location: The proposed vacated rights-of-way are located within TM# 20A3 366 15, consisting of 4.38 acres, addressed as 1521 N Royal Avenue, and zoned R-1 District. It is located immediately north of the historic home Killahevin.



Specific Requests:

- 1) Unimproved street – Previously platted public street that runs from Belmont Avenue, across from E 16th Street, to the 15' wide unimproved alley (#2 below).
- 2) Unimproved alley – 15' wide alley that divides the applicant's property extending from the unimproved alley to the north that connects with E 17th Street.
- 3) Unimproved alley – 20' wide alley and utility easement that extends from Belmont Avenue west 150' and to the right of 1430 Belmont Avenue.

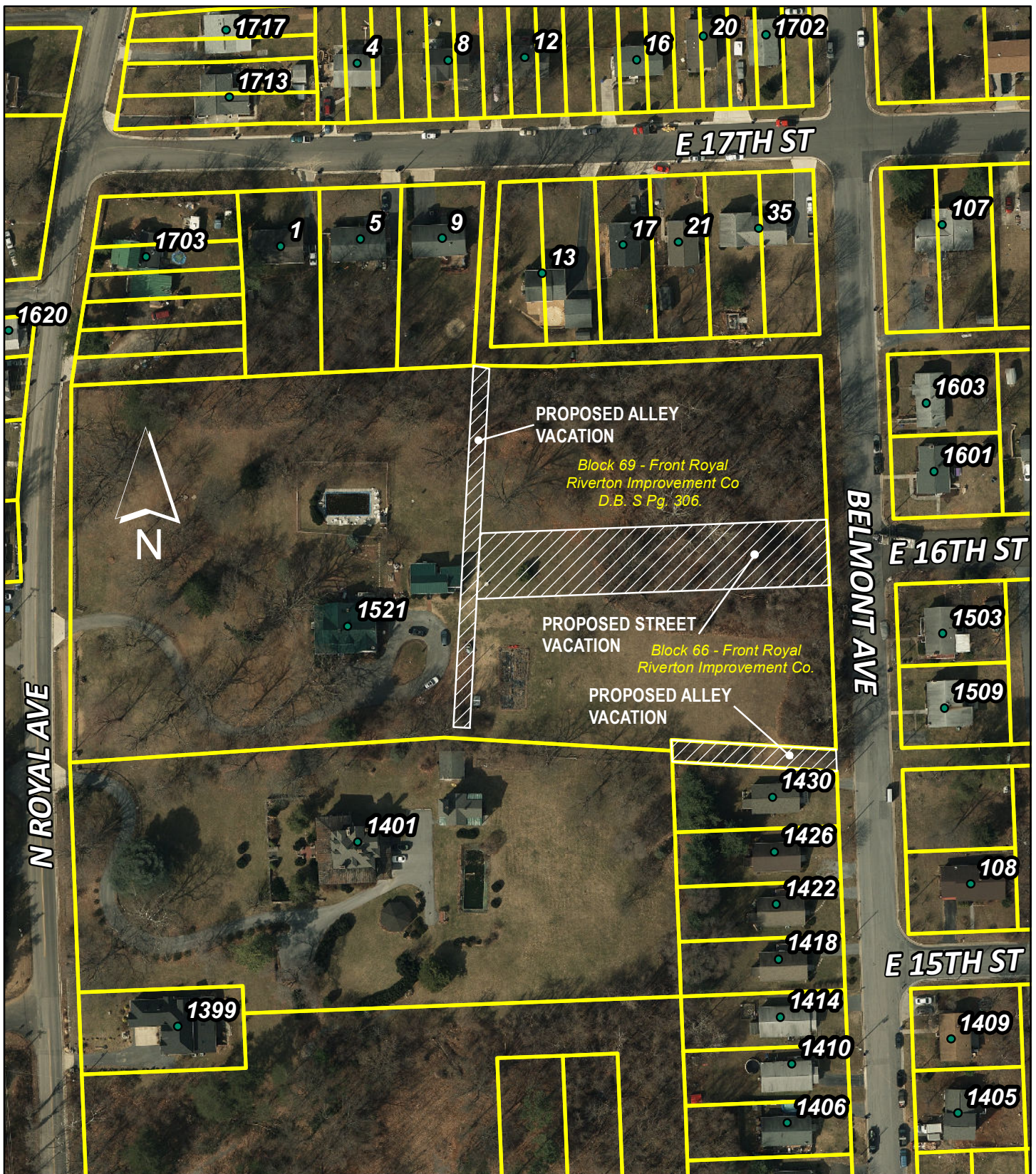


Planning & Zoning Review Comments:

- This is not a subdivision application, but the applicant intends to submit a minor subdivision in the future. The alley vacation would allow the re-subdivision of the property into 6 lots, one large parcel where the house is and 5 lots that would front Belmont Avenue.
- Vacation of the unimproved alley adjacent to 1430 Belmont Avenue (#3 above) appears to be proposed to allow sufficient width for an additional lot on Belmont Avenue. The Property is zoned R-1 which requires a minimum lot frontage of 75'.
- The eastern side of the tax map parcel is presently subdivided into 12 small lots. For this to be developed a new public street extension of E 16th Street would be necessary. The applicant's alternative subdivision would provide 5 lots along Belmont Avenue. In Staff's opinion, this lot layout is more consistent with the existing development pattern of the neighborhood and would also be more desirable because it would not create a new street for the Town to maintain.

- Vacation of the alley that is adjacent to 1430 Belmont Avenue appears to be the only alley that could have a direct impact on the adjacent properties. It should be verified that the existing driveway used by 1430 Belmont Avenue does not encroach within the alley.
 - The existing utility easement should be maintained if needed for public purposes.
 - The lots also need to be vacated with the right-of-ways. Otherwise, vacating the public right-of-way only would result in 10 nonconforming land-locked lots being created. This can be done by the applicant when they prepare the survey to vacate the rights-of-way. The applicant can the submit the minor subdivision plan to create the new lots that they intend to pursue.
 - No subdivision application request has been submitted, but Town Staff would note the following about such future submission:
 - o Tap fees would be required for development of each lot.
 - o Curb and gutter (existing) and sidewalks would be required along the lot fronts on Belmont Avenue at the time of development.
 - o All future subdivision or land development requests that may be submitted in the future are required to comply with the submission and detail requirements of Chapter 148.
 - Below is a list of adjoining properties that should be notified. A mailing list of the mailing addresses for the property owners, as based on the Warren County real estate records, is listed on the following page. A detailed aerial map is also included as an attachment.
- a) 9 E 17th Street
 - b) 13 E 17th Street
 - c) 17 E 17th Street
 - d) 21 E 17th Street
 - e) 35 E 17th Street
 - f) 1603 Belmont Avenue.
 - g) 1601 Belmont Avenue.
 - h) 1503 Belmont Avenue.
 - i) 1509 Belmont Avenue.
 - j) 1430 Belmont Avenue.
 - k) 1401 N Royal Avenue.
 - l) 1521 N Royal Avenue (subject property).

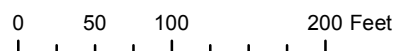
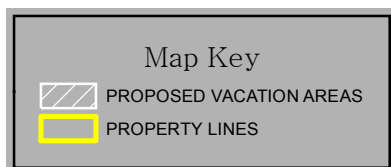




DECEMBER 2016



D.G.Merchant, Cartographer



AERIAL MAP

PROPOSED VACATION OF CERTAIN ALLEYS AND STREET

BLOCKS 66 & 69
FRONT ROYAL - RIVERTON
IMPROVEMENT CO.

TOWN OF FRONT ROYAL, VIRGINIA

DES

Tina Presley

From: Karen Williams
Sent: Wednesday, December 07, 2016 3:21 PM
To: Tina Presley; Joe Waltz
Cc: Jimmy Hannigan
Subject: FW: vacation of alleys
Attachments: Butler.pdf; ATT00001.htm

DES sees no issues with the vacating of alleys.
There are no water/sewer and streets issues.
If you need anything else, please let me know.
Thanks

Karen Williams

Senior Administrative Assistant
Town of Front Royal
Department of Environmental Services
PO Box 1560
800 Crosby Rd-Extended
Front Royal, VA 22630

>

> 540-635-7819(P)
> 540-635-8973(F)
> [Kwilliams@frontroyalva.com](mailto:kwilliams@frontroyalva.com)
> www.frontroyalva.com

From: Jimmy Hannigan
Sent: Thursday, December 1, 2016 3:11 PM
To: Tony Rogers <trogers@frontroyalva.com>; Terry Lewis <tlewis@frontroyalva.com>; Karen Williams <kwilliams@frontroyalva.com>; Robbie Boyer <rboyer@frontroyalva.com>
Subject: Fwd: vacation of alleys

Thank you
'Jimmy

Begin forwarded message:

From: "Tina Presley" <tpresley@frontroyalva.com>
To: "Jeremy Camp" <jcamp@frontroyalva.com>, "Jimmy Hannigan" <jhannigan@frontroyalva.com>
Subject: vacation of alleys

Jeremy/Jimmy,

Could you send me your comments and recommendations regarding the attached alley vacation?

Thanks,

Borrower/Client	David Butler	File No.	552882
Property Address	16th St		
City	Front Royal	County	Warren
		State	VA
		Zip Code	22630
Lender	David Butler		

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Plat - Page 2	11



LAND APPRAISAL REPORT

File No. 552882

IDENTIFICATION

Borrower David Butler

Census Tract 0205.00 Map Reference 20A3-3-66 & 69

Property Address 16th St

City Front Royal County Warren State VA Zip Code 22630

Legal Description Unimproved portion of 16th St, 20 foot wide alley and utility easement & variable width alley

Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes \$ Unknown (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A

Lender/Client David Butler Address None

Occupant N/A Appraiser Ian Wahl Instructions to Appraiser Per clients request to appraise land at market value.

NEIGHBORHOOD

Location

Built Up

Growth Rate

Property Values

Demand/Supply

Marketing Time

Present Land Use

Change in Present Land Use

Predominant Occupancy

Single Family Price Range

Single Family Age

☐ Urban

☐ Over 75%

☐ Rapid

☐ Increasing

☐ Shortage

☐ Under 3 Mos.

☐ 65% 1 Family

☐ Not Likely

☒ Owner

\$ 50,000

New yrs. to

☒ Suburban

☒ 25% to 75%

☒ Steady

☒ Stable

☒ In Balance

☒ 4-6 Mos.

☐ 5% 2-4 Family

☐ Likely (*)

☐ Tenant

to \$ 750,000

225 yrs.

☐ Rural

☐ Under 25%

☐ Slow

☐ Declining

☐ Oversupply

☐ Over 6 Mos.

☐ 2% Condo

☐ Taking Place (*)

5 % Vacant

Predominant Value \$ 175,000

35 yrs.

☐ % Industrial

☐ % Vacant

☐ %

Good

Avg.

Fair

Poor

Employment Stability

Convenience to Employment

Convenience to Shopping

Convenience to Schools

Adequacy of Public Transportation

Recreational Facilities

Adequacy of Utilities

Property Compatibility

Protection from Detrimental Conditions

Police and Fire Protection

General Appearance of Properties

Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise):

Subject lot is located inside of town limits and does have access to public utilities (water, sewer & trash pick up). Subject lot is partially wooded that is level in topography.

SITE

Dimensions See attached plat = 27,271 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification R Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☒ Present use ☐ Other (specify)

Elec.

Gas

Water

San. Sewer

☐ Public

☐ None

☐ None

☐ None

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Level

Size 27,271 sf

Shape Irregular

View Wooded & field

Drainage Appears adequate no laying water was observed

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions):

Plat attached shows only one easement for a utility easement on parcel known as 20' wide alley & Utility easement A = 3,015 sf. Portion 20' wide alley & Utility easement and Variable Width Alley A =5,085 sf. do not meet zoning requirements to be a building lot.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>16th St</u> <u>Front Royal</u>	<u>Virginia Ave</u> <u>Front Royal, VA 22630</u>	<u>Jefferson Ave</u> <u>Front Royal, VA 22630</u>	<u>Kesler Rd</u> <u>Front Royal, Va 22630</u>
Proximity to Subject		<u>0.42 miles SW</u>	<u>0.79 miles W</u>	<u>1.00 miles NW</u>
Sales Price	\$ <u>N/A</u>	\$ <u>40,000</u>	\$ <u>30,000</u>	\$ <u>25,000</u>
Price List	\$	\$ <u>40,000</u>	\$ <u>40,000</u>	\$ <u>35,000</u>
Data Source	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>	<u>Inspection, Tax record</u>
Date of Sale and Time Adjustment	<u>DESCRIPTION</u> <u>N/A</u>	<u>DESCRIPTION</u> <u>11/13/2015</u>	<u>DESCRIPTION</u> <u>09.27/2016</u>	<u>DESCRIPTION</u> <u>10/03/2016</u>
Location	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>
Site/View	<u>27,271 sf</u>	<u>11,326 sf</u> <u>+8,000</u>	<u>7,492 sf</u> <u>+10,000</u>	<u>29,281 sf</u>
Structure's	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Water &/or Sewer	<u>Access to Public</u>	<u>Access to Public</u>	<u>Access to Public</u>	<u>Access to Public</u>
Off site improvements	<u>None</u>	<u>Curb & Gutter</u>	<u>Curb & Gutter</u>	<u>Curb & Gutter</u>
Sales or Financing Concessions	<u>N/A</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net Adj. (Total)		☒ + ☐ - \$ <u>8,000</u>	☒ + ☐ - \$ <u>10,000</u>	☐ + ☐ - \$
Indicated Value of Subject		\$ <u>48,000</u>	\$ <u>40,000</u>	\$ <u>25,000</u>

Comments on Market Data:

Appraiser has searched the entire county of Warren for similar land sales. Search parameters are subjects neighborhood searching back 12 months from effective date for lots .01 acres - .80 acres in size.

Comments and Conditions of Appraisal:

See attached addenda.

Final Reconciliation:

Appraiser has placed value at comp #2 due to it being the most similar sale with topography, function, features and recent sale.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

06/07/2017

to be \$ 40,000

Ian Wahl

Appraiser(s)

☐ Did

☐ Did Not Physically Inspect Property

Review Appraiser (if applicable)

[Y2K]

Supplemental Addendum

File No. 552882

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				

• Land : Conditions of Appraisal

Land is appraised as vacant and available for its highest and best use . Appraiser per clients request has added parcels known as 16th st. A = 19,171 sf. parcel Variable Width Alley A =5,085 sf. & parcel 20' wide alley & Utility easement A = 3,015 sf.

Per market research for land in subjects market area , parcel known as Variable Width Alley A =5,085 sf. & parcel known as 20' Wide Alley & Utility easement A = 3,015 sf. only has value if sold as a whole with parcel known as 16th st. A = 19,171 sf. 2 parcels listed above have no value to current market due to size and easement and would not be of any value to anyone unless in increasing parcel size or moving a current boundary. Both parcels are land locked and can not be built on due to size and zoning. Both parcels have no current value outside of the taxes that they would bring due to easement and size.

No sales over the past 10 years were found with parcels selling in a open market with similar square feet and use. Sales of parcels/lots that are not buildable with in town limits are private and no data was found. No similar sales can be found in MLS, MRIS or Matrix systems. In order for a parcel / lot to be given market value appraiser has to find similar sales in an open and competitive market .

Due to info above all parcels are valued as one. All parcels are contiguous to parcels 20A3-3-66 and 20A3-3-69 & final value given in report is for all 3 parcels. Parcel known as Variable Width Alley A =5,085 sf. & parcel 20' wide alley & Utility easement A = 3,015 sf. are only of any value to increase size of an existing lot or boundary adjustment

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 16th St, Front Royal, VA 22630

APPRAISER:

Signature: Ian Wahl
Name: Ian Wahl
Title: _____
State Certification #: _____
or State License #: 4001 012447
State: VA Expiration Date of Certification or License: 12/31/2017
Date Signed: 06/10/2017

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

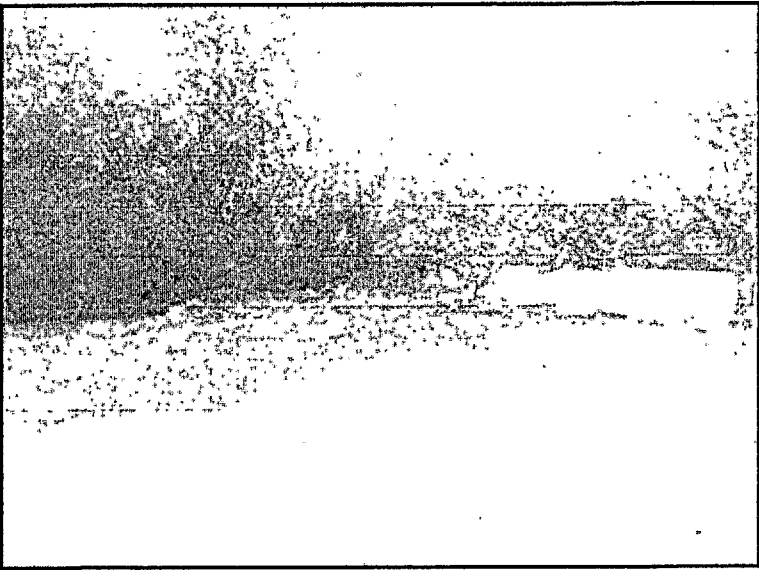
Subject Photo Page

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				

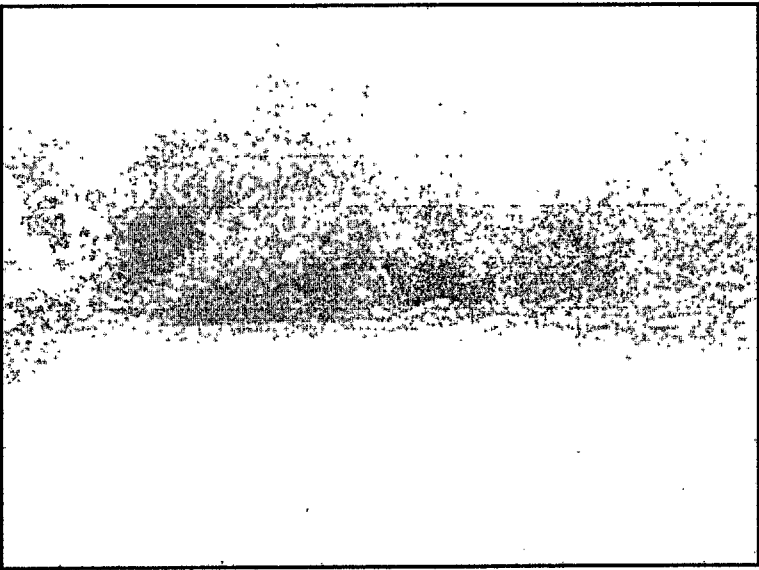


Subject Front

16th St
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View
Site
Quality
Age



Subject View #2



Subject View #3

Photograph Addendum

Borrower/Client	David Butler			
Property Address	16th St			
City	Front Royal	County	Warren	State VA Zip Code 22630
Lender	David Butler			



Variable Width Alley View #1

A = 5,085 sf.



Variable Width Alley View #2



Variable Width Alley View #3

Photograph Addendum

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				



20 foot alley / Utility easement

A = 3,015 sf

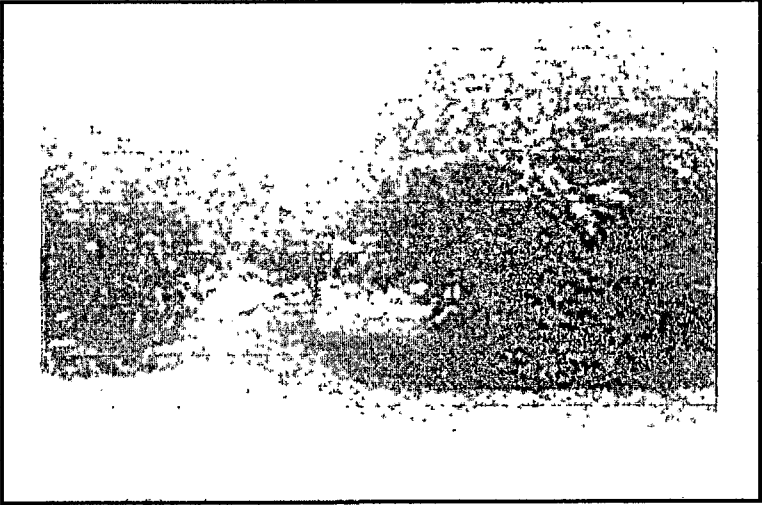
Comparable Photo Page

Borrower/Client	David Butler			
Property Address	16th St			
City	Front Royal	County	Warren	State VA Zip Code 22630
Lender	David Butler			



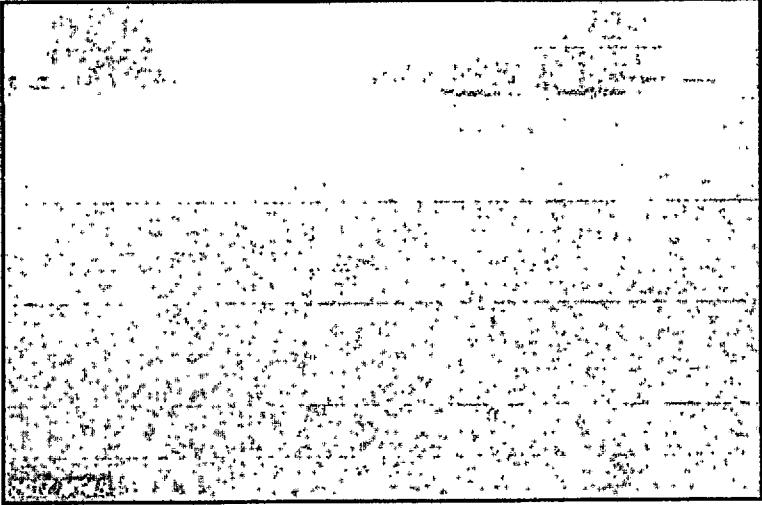
Comparable 1

Virginia Ave
Prox. to Subject 0.42 miles SW
Sales Price 40,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 11,326 sf
Site
Quality
Age



Comparable 2

Jefferson Ave
Prox. to Subject 0.79 miles W
Sales Price 30,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 7,492 sf
Site
Quality
Age

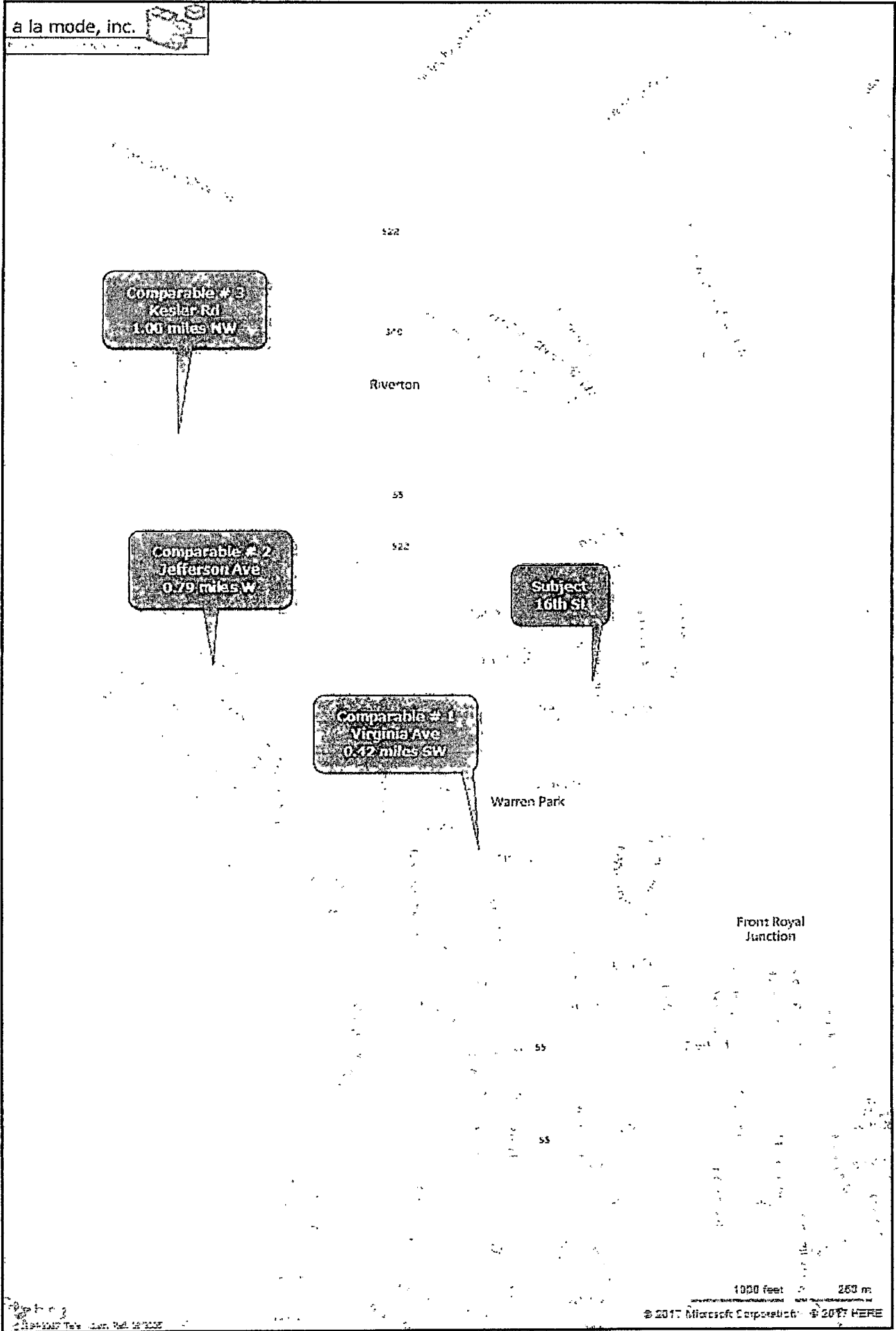


Comparable 3

Kesler Rd
Prox. to Subject 1.00 miles NW
Sales Price 25,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Suburban
View 29,281 sf
Site
Quality
Age

Location Map

Borrower/Client	David Butler				
Property Address	16th St				
City	Front Royal	County	Warren	State	VA Zip Code 22630
Lender	David Butler				



To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of Three Right-of-Ways (portion of 16th St/Alleys) – David Butler
Date: January 20, 2017

The Town of Front Royal has received an "Application for Vacation of Streets and Alleys", dated November 18, 2016 from David Butler, 224 Polk Avenue, Front Royal, Virginia 22630, seeking the vacation of three right-of-ways. The right-of-ways include 1) a 60 foot wide x 322 foot long unimproved portion of E. 16th Street; 2) an unimproved 15 foot wide x 303 foot long alley and 3) a 20 foot wide x 150.75 foot long alley that in the area of Belmont Avenue, E. 16th Street and N. Royal Avenue.

There is currently no water or sewer infrastructure issues for any of the three right-of-way vacations.

Electric Issues

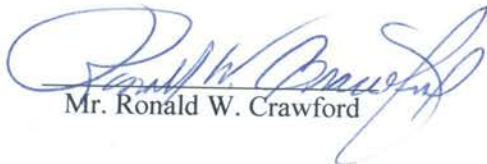
1st Vacation - There is no electric conflict with the unimproved portion of E. 16th Street

2nd Vacation - The Town has an underground transformer in the southernmost end of the unimproved alley and as long as the 20-foot utility easement stays in place there will be no conflict

3rd Vacation - There is one issue with the proposed vacation. A memo from the Director of Energy Services dated November 23, 2016 indicates that there is a utility pole and underground primary located in the existing utility easement, south corner, and as long as the utility easement is in place there will be no conflict. We are uncertain about the underground service provided from the existing utility pole. The pole is located outside the proposed vacation (utility easement), but within the Town's Belmont Avenue right-of-way.

No adjacent property owners have objected to the vacation.

Otherwise, we recommend that all three requests of the applicant be approved.


Mr. Ronald W. Crawford


Mr. Staige Miller


Mr. Robert R. North

VACATION OF STREETS/ALLEYS

1. Vacation of Town streets and alleys shall be considered upon the written application of any person, or upon the motion of the Town Council.
2. All applications from private individuals shall be made to the Town Manager, shall be accompanied by a current plat of the street or alley (with a metes and bounds description) proposed for vacation. Applications shall also be accompanied by an administrative fee in the amount of one hundred dollars (\$100.00).
3. Upon receipt of the written request, the Clerk of Council shall notify the adjoining property owners of the request, allowing them thirty (30) days to submit, in writing, any comments/concerns they may have. This opportunity to submit comments/concerns shall be for the purpose of consideration of what inconveniences may occur by the Viewing Committee only. It shall be understood that application to vacate a street/alley is on a first come, first serve basis; and, that this comment period is not meant to allow the adjoining property owners to pre-empt the applicant.
4. Following this comment period, the Town Manager shall employ not less than three (3) nor more than five (5) viewers to examine the street or alley, and then to informally report what inconveniences shall result from the vacation and whether in their opinion the vacation should be approved. The Viewers shall be paid fifty dollars (\$50.00), with the applicant to reimburse the Town for this cost.
5. Upon receipt of the informal Viewers Committee report, the Town Manager shall contact the applicant to determine whether he/she wishes to continue the vacation process. If the applicant responds to the Town Manager's inquiry in the negative, the process shall be closed and the applicant shall be sent a bill for the costs incurred by the Town to date. If the applicant responds in the affirmative, the Town Manager shall engage the services of a real estate appraiser, certified to handle such appraisals (i.e. commercial appraiser in the case of commercial property), to guide the parties' understanding of the property's fair market value. The selection of the appraiser shall be at the sole discretion of the Town Manager. The Town Manager and the applicant shall meet with the appraiser prior to the commencement of the appraisal to outline the intended use of the property to be vacated. Any special instructions shall be given to the appraiser at that time. The applicant shall be required to reimburse the Town for the costs of the appraisal service. Upon the completion of the appraisal, both parties will be provided a copy of the appraisal report.
6. As a condition of the vacation, the Council may require that its streets, alleys, and/or other public rights-of-way be purchased at the property's fair market price or its contributory value to the abutting property, whichever is greater, or the

amount agreed to by the parties. The applicant shall make a formal offer to the Town Manager for purchase of street, alley or public right-of-way. The Town Manager shall, if appropriate, negotiate on behalf of Town Council in an attempt to arrive at a mutually agreeable purchase price.

7. Following submission of the applicant's final offer, the Town Manager shall reconvene the Viewing Committee to review the appraisal and any conditions that may have been negotiated between the Town Manager and the applicant. The Viewing Committee shall then formally report, in writing, what inconveniences will result from the vacation and whether in their opinion the vacation should be approved.
8. Following receipt of the Viewers Report, the Clerk of Council shall advertise a notice of public hearing (including date, time and place of the hearing) for the proposed vacation, said notice to be published at least twice in a newspaper having general circulation in the Town, with at least six days lapsing between the first and second publication. The applicant shall reimburse the Town for the costs of the advertisement.
9. At the same time as the initiation of the advertisement, the Clerk of Council shall notify the adjoining property owner(s), by certified mail, of the public hearing date, time and place, with the Town being reimbursed for said costs by the applicant.
10. During the public hearing, the Town Council shall hear the public's views, consider the Viewer's Report, review any recommendation of the Town Manager and vote on the proposed vacation. When the applicant requests the vacation to accommodate the expansion or development of an existing or proposed business, the Council may condition the vacation upon the commencement of the expansion or development within a specified period of time. If the applicant fails to commence the expansion or development within the specified time, at the option of the Council, the vacation may be voided. No such vacation shall be concluded until the agreed purchase price has been paid.
11. Any appeal of the Council's action with regard to the vacation request shall be filed within sixty (60) days of said action with the Warren County Circuit Court.

(Council approval – June 12, 2000)

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 9

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Llewellyn LLC [Shenandoah Avenue LLC] Deed of Gift of Conservation Easement and Resolution

Summary: Council is requested to approve and accept a Deed of Gift of Conservation Easement of approximately 40 acres located on Route 340 and along the South Fork of the Shenandoah River from Llewellyn LLC [Shenandoah Avenue LLC], with the condition that the plat be revised to conform to the Planning Commission's recommendation to eliminate Area B; and, that Council acknowledges that the conservation easement conforms to the Town's Comprehensive Plan as it is located within an area that is designated in the Town's Comprehensive Plan for future conservation use.

Budget/Funding: None

Attachments: Deed of Gift of Easement, Resolution, survey and aerial map

Meetings: Work Session held September 5, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that the Town Council approve and accept a Deed of Gift of Conservation Easement and Resolution from Llewellyn LLC [Shenandoah Avenue LLC], of approximately 40 acres located on Route 340 and along the South Fork of the Shenandoah River with the condition that the plat be revised to conform to the Planning Commission's recommendation to eliminate Area B; and, that Council acknowledges that the said conservation easement conforms to the Town's Comprehensive Plan.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: _____

TAX MAP NO. 20A2-1-2; 20A2-1-2A

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3), 58.1-811 (D) and 10.1-1803
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this ____ day of _____, 2017, among **SHENANDOAH AVENUE, LLC**, a Virginia limited liability company ("Grantor"), and the **TOWN OF FRONT ROYAL**, a municipality of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to the Grantor and Grantee and their respective successors and assigns); TAMARA LEE **PREISS** and BETTINA SILVA **CALLAWAY**, CO-TRUSTEES OF **THE BETTINA SILVA CALLAWAY REVOCABLE TRUST AGREEMENT** DATED JULY 7, 2012, (the "Noteholder") and **LAWSON AND SILEK, P.L.C., Trustee** (the "Trustee").

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated on U.S. Route 340 and along the South Fork of the Shenandoah River in the Town of Front Royal and Warren County, Virginia, containing in the aggregate 37.5322 acres, more or less, as further described below (the "Property"), and desires to give and convey to Grantee a perpetual conservation and open-space easement over the Property as herein set forth; and

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent tax laws)(IRC) and Treasury Regulation §1.170A-14(c)(1), and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

R-3 Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the "Open-Space Land Act"), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging

more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

R-4 Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below; and

R-5 Chapter 525 of the Acts of 1966, Chapter 17, the Open-Space Land Act, Title 10.1, §§10.1-1700 and 10.1-1701 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Town of Front Royal as a “public body” to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Town of Front Royal Comprehensive Plan adopted on March 23, 1998; and

R-7 This Easement is granted “exclusively for conservation purposes” under IRC §170(h)(1)(C) because it effects “the preservation of open space (including farmland and forest land)” under IRC 170(h)(4)(A)(iii). Specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies and will yield a significant public benefit; and

R-8 This open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation programs to further encourage the preservation and sustainability of the

Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;

d Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use; and

(ii) Land use policies of the Town of Front Royal as delineated in its comprehensive plan adopted on March 23, 1998 to which plan the restrictions set forth in this deed conform and which contains the following goals, objectives, and strategies:

- a) Natural Environment and Unique Features Goal: "Identify and preserve those natural, open space and scenic resources that characterize Front Royal and add to the beauty that is enjoyed by the community. Incorporate the Shenandoah River as a true part of our Town."
- b) From the Riverton Planning Area Action Strategies: "Maintain the integrity of the floodplain in its natural state. Prohibit new development in the floodplain"; and

R-9 The Property, which is currently used by the Grantor for passive recreation, comprises open grasslands, forestlands, and river bottom, and

R-10 The Property contains approximately one (1) mile of frontage on the South Fork of the Shenandoah River, from which the public has visual access to a substantial portion of the Property, and protection of the Property will contribute to improved water quality downstream and in the Chesapeake Bay; and

R-11 The Property fronts on both sides of U.S. Route 340 on the south side of the South Fork of the Shenandoah River bridge, and contributes to the scenic views enjoyed by the public therefrom; and

R-12 The Property is situated across the river from another property (owned by Larry Andrews) held in conservation easement by the Town of Front Royal; and

R-13 This easement will yield significant public benefit to the citizens of the Commonwealth as set forth as Section I; and

R-14 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II; and

R-15 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property, which values are reflected in Section I; and

R-16 Grantee has determined that the Restrictions will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by the Easement; and

R-17 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant and convey to Grantee a conservation and open-space easement in gross (Easement) over, and the right in perpetuity to restrict the use of, the Property, which is described in SCHEDULE "A" attached hereto and made a part hereof.

The Property is shown as Tax Map Nos. 20A2-1-2 and 20A2-1-2A among the land records of the Town of Front Royal, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I -PURPOSE

The conservation purpose of this Easement is to preserve land for agricultural use, watershed preservation, and preservation of scenic open space and to protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are its open-space and scenic values and its values as land preserved for open-space and rural uses including agriculture, livestock production and forestry. Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

- 1. DIVISION.** Division of the Property is prohibited. The Property shall not be sold or conveyed except as a whole.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions of the Property, provided that Grantee is made party

to the deed creating the boundary line adjustment and at least one of the following conditions is met:

- (i) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or
- (ii) The proposed boundary line adjustment shall have been reviewed and approved in advance by the Town Council of the Town of Front Royal, Virginia.

2. BUILDINGS AND STRUCTURES. Grantor represents that the Property herein described is in current compliance with all applicable federal, State, and local laws. Grantor, further, covenants and agrees that no buildings or structures which have not been pre-approved in writing by the Grantee, and which are not found within the following list, shall be permitted on the Property, **PROVIDED, HOWEVER,** that nothing herein shall be construed as a waiver of any restrictions otherwise imposed by the Town through its lawfully adopted Ordinances, including, but not limited to, its Zoning Ordinance:

- (i) one (1) single-family dwelling, which does not exist on the date of this Easement. Such dwelling shall not exceed 4,500 square feet of above-ground enclosed living area without Grantee's prior review and written approval;

- (ii) non-residential outbuildings and structures commonly and appropriately incidental to the dwelling permitted in subsection (i) of this paragraph, and sized appropriately to serve as an amenity to single-family residential use, and located near such dwelling. For the purpose of this subsection of paragraph (ii), "near" means within 200 feet of such dwelling, unless prior written approval shall have been obtained from Grantee that a greater distance is permitted considering the purpose of this Easement and the scale of the proposed outbuilding or structure in relation to the surrounding area;

- (iii) a picnic pavilion not to exceed 500 square feet without Grantee's prior written approval;

- (iv) a storage shed to store recreational, sports, and maintenance equipment not to exceed 500 square feet without Grantee's prior written approval;

- (v) a viewing deck not to exceed 300 square feet;

- (vi) a board walk if needed for construction of river/greenway trail; and

- (vii) if the County of Warren, Town of Front Royal, or other governmental body desires to maintain a public park or natural area on the Property and the Grantor hereafter enters into a lease, sale or other arrangement to facilitate such public access and amenity, picnic shelters and pavilions shall be permitted but shall not exceed 10,000 square feet in the aggregate unless prior written approval shall have been obtained from Grantee, which shall consider the impact of the size, height and siting of the proposed structures on the conservation values of the Property. Hiking/biking trails, parking areas, tent campsites, educational and recreations monuments or signs and other similar improvements may be constructed on the Property, provided that parking areas and hiking/biking trails shall be primarily pervious surfaces with paving or other impervious surfaces permitted to a limited extent as necessary to facilitate accessibility and meet public accommodation requirements.

Grantor shall give Grantee 30 days' written notice before beginning construction or enlargement of any dwelling on the Property.

To protect the scenic values of the Property, no dwelling or other building shall be constructed within 300 feet of the South Fork of the Shenandoah River, except for a picnic pavilion described in Section II, paragraph 2, subsection (iii) and a trail boardwalk as described in Section II, paragraph 2, subsection (vi).

Private roads and utilities to serve permitted buildings or structures, and roads with permeable surfaces for other permitted uses, such as farming or forestry, may be constructed and maintained. Public or private utilities whose construction and maintenance Grantee determines will not impair the Property's conservation values may be constructed and maintained if Grantee gives its prior written approval. Notwithstanding the above, the Grantor reserves the right to install storm water management practices and underground utilities on the Property as necessary to serve development on an adjoining property.

Existing public utilities, including a water, sewer, and power line may be maintained, replaced, or upgraded.

The collective footprint of all buildings and structures on the Property, excluding roads, shall not exceed 1% of the total area of the Property, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values protected herein, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the structures set forth in subsections (i) through (iv) above and all other impervious surfaces, excluding roads.

3. **INDUSTRIAL OR COMMERCIAL ACTIVITIES.** Industrial or commercial activities other than the following are prohibited: (i) hay production; (ii) forest management; (iii) community gardens; (iv) temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Property and that do not diminish the conservation values herein protected; (v) use of the Property as a public natural area or park for passive recreational activities including, but not limited to, hiking, bird watching, nature study, and wildlife photography; and (vi) activities that can be and in fact are conducted within permitted buildings without material alteration to their external appearance. Temporary outdoor activities involving 100 or more people shall not exceed seven (7) consecutive days in any 90-day period without prior written approval of the Grantee. Notwithstanding any other provision of this easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.

4. **MANAGEMENT OF FOREST.** Best Management Practices, as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. All material timber harvest activities on the Property shall be guided by a Forest Stewardship Management Plan approved by Grantee. A pre-harvest plan consistent with the Forest Stewardship Management Plan shall be submitted to Grantee for approval 30 days before beginning any material timber harvest. Grantee shall be notified 30 days prior to the clearing of over 10 acres of forestland for grassland, crop land, or in association with the construction of permitted buildings.

Non-commercial *de minimis* harvest of trees for trail clearing, firewood or Grantor's domestic use, trees that pose an imminent hazard to human health or safety, or removal of invasive species shall not require a Forest Stewardship Management Plan.

5. **RIPARIAN BUFFER.** To protect water quality, a 35 -foot buffer strip shall be maintained in forest or be permitted to revegetate naturally along the edge of the South Fork of the Shenandoah River as measured from the top of the bank. Within this buffer strip there shall be (a) no buildings or other substantial structures constructed, (b) no storage of compost, manure, fertilizers, chemicals, machinery or equipment, (c) no removal of trees except removal of invasive species or removal of dead, diseased or dying trees or trees posing an imminent human health or safety hazard, and (d) no cultivation or other earth-disturbing activity, except as may be reasonably necessary for (i) wetland or stream bank restoration, or erosion control, pursuant to a government permit, (ii) fencing along or within the buffer area; (iii) construction and maintenance of stream crossings that do not obstruct water flow, (iv) creation and maintenance of foot or horse trails with unimproved surfaces, (v) clearing and maintenance of a .5 (1/2) acre picnic area; and (vi) two (2) small clearings of up to 20 feet along the river frontage to provide access for recreational boating. Limited mowing to control non-native species or protect trees and other plants planted in forested buffers is permitted. There shall be no grazing of livestock in the buffer strip.
6. **GRADING, BLASTING, MINING.** Grading, blasting or earth removal shall not materially alter the topography of the Property except for (i) dam construction to create ponds, (ii) wetlands or stream bank restoration pursuant to a government permit, (iii) erosion and sediment control pursuant to a government-required erosion and sediment control plan, or (iv) as required in the construction of permitted buildings, structures, roads, and utilities. Best Management Practices, in accordance with the Virginia Erosion and Sediment Control Law, shall be used to control erosion and protect water quality in such construction. Grading, blasting or earth removal in excess of one acre for the purposes set forth in subparagraphs (i) through (iv) above require 30 days' prior notice to Grantee. Generally accepted agricultural activities shall not constitute a material alteration.

Surface mining, subsurface mining, dredging on or from the Property, or drilling for oil or gas on the Property is prohibited.

7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.
8. **SIGNS.** Display of billboards, signs, or other advertisements is not permitted on or over the Property except to: (i) state the name and/or address of the owners of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced incidentally to a permitted use of the Property, (iv) provide notice necessary for the protection of the Property, (v) give directions to visitors, or (vi) recognize historic status or participation in a conservation program. Temporary political signs are allowed. No signs visible from outside the Property shall exceed nine square feet in size.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION AND ACCESS.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time. Representative of Grantee may enter the property in the event of an emergency and to maintain, replace, or upgrade existing utility lines as cited in Section II, paragraph 2 above.
2. **ENFORCEMENT.** Grantee has the right to bring an action at law or in equity to enforce the Restrictions contained herein. This right specifically includes the right to require restoration of the Property to a condition of compliance with the terms of this Easement as existed on the date of the gift of the Easement, except to the extent such condition thereafter changed in a manner consistent with the Restrictions; to recover any damages arising from non-compliance; and to enjoin non-compliance by *ex parte* temporary or permanent injunction. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to insure compliance with this Easement, and Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this

Easement, Grantor shall not be responsible or liable for any damage or change to the condition of the Property caused by fire, flood, storm, Act of God, governmental act or other cause outside of Grantor's control or any prudent action taken by Grantor to avoid, abate, prevent or mitigate damage or changes to the Property from such causes.

SECTION IV – DOCUMENTATION

Documentation retained in the office of Grantee including, but not limited to, the Baseline Documentation Report ("Documentation Report"), describes the condition and character of the Property at the time of the gift. The Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination. Grantor has made available to Grantee, prior to donating this Easement, documentation sufficient to establish the condition of the Property at the time of the gift. The parties hereby acknowledge that the Documentation Report contained in the files of Grantee is an accurate representation of the Property.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. Landowner's rights and obligations under this Easement terminate upon proper transfer of Landowner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Grantor retains the exclusive right to such access and use, subject to the terms hereof, except in the event that Grantor enters into a lease, sale or other arrangement with Grantee to facilitate such public access for use of the Property as a public park or natural area as set forth in Section II, paragraph 2, subsection (vi).
3. **TITLE.** Grantor covenants and warrants that Grantor has good title to the Property, that Grantor has all right and authority to grant and convey this Easement and that the Property is free and clear of all encumbrances (other than utility and access easements) including, but not limited to, any mortgages not subordinated to this Easement.

4. **ACCEPTANCE.** Acceptance of this conveyance by Grantee is authorized by Virginia Code Section 10.1-1701 and is evidenced by the signature of Hollis Tharpe, Mayor, pursuant to the authority granted to him by a Resolution of the Town Council of the Town of Front Royal, Virginia, a true copy of which is attached hereto and recorded herewith.
5. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open-space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.
6. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a “qualified conservation contribution” as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulations §1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.
7. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property.
8. **NOTICE TO GRANTEE.** Grantor agrees to notify Grantee in writing (i) before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property; and (ii) at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.
9. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in IRS regulations (see Section 1.170A-13(c)(5)), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or

implied warranties that any tax benefits will be available to Grantor from donation of this Easement, or that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.

10. **MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
11. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (1) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (2) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the IRC as amended and the applicable Treasury Regulations.
12. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the donation of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the Property as a whole at that time.
13. **EXTINGUISHMENT, CONVERSION, DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act which does not permit extinguishment of open-space easements or loss of open space. Nevertheless, should an attempt be made to extinguish this Easement, such extinguishment can be made only by judicial proceedings and only if in compliance with Section 10.1-1704. In any sale or exchange of the Property subsequent to an extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section 12 above, but not to be less than the proportion that the value of this Easement at the time of extinguishment bears to the then value of the Property as a whole. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this easement and the Open-Space Land Act.
14. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property, provided that no amendment shall affect this Easement's perpetual duration or reduce the Property's conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the County of Warren, Virginia.

15. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
16. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
17. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia.
18. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of Warren, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
19. **SUBORDINATION.** TAMARA LEE PREISS and BETTINA SILVA CALLAWAY, CO-TRUSTEES OF THE BETTINA SILVA CALLAWAY REVOCABLE TRUST AGREEMENT DATED JULY 7, 2012, is the Noteholder under a certain Deed of Trust dated July 17, 2014 and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument No. 140003249, which subjects the Property to the Noteholder's lien. The Noteholder hereby consents to the terms and intent of this Easement, and agrees that the lien represented by said Deed of Trust shall be held subject to this Easement and joins in this Deed to reflect its direction to the Trustee to execute this Easement to give effect to the subordination of such Deed of Trust to this Easement.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 2]

SHENANDOAH AVENUE, LLC

Ronald Llewellyn, Member

Corinne Llewellyn, Member

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Ronald Llewellyn.

Notary Public

My commission expires: _____

(SEAL)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Corinne Llewellyn.

Notary Public

My commission expires: _____

(SEAL)

[Counterpart signature page 2 of 2]

Accepted:
TOWN OF FRONT ROYAL, VIRGINIA,

By: _____
Hollis Tharpe, Mayor

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of
_____ 2017, by Hollis Tharpe, Mayor of the Town of Front Royal.

Notary Public

My commission expires: _____

(SEAL)

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

Date

THE BETTINA SILVA CALLAWAY
REVOCABLE TRUST AGREEMENT
DATED JULY 7, 2012

Tamara Lee Preiss, Co-Trustee

Bettina Silva Callaway, Co-Trustee

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Tamara Lee Preiss and Bettina Silva Callaway, Co-Trustees of the Bettina Silva Callaway Revocable Trust Agreement dated July 7, 2012, Noteholder.

Notary Public

My commission expires: _____

(SEAL)

TOWN COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA

***A RESOLUTION TO APPROVE A DEED OF GIFT OF EASEMENT FROM
SHENANDOAH AVENUE, LLC CREATING A CONSERVATION EASEMENT
ALONG THE SOUTH FORK OF THE SHENANDOAH RIVER***

WHEREAS, Shenandoah Avenue, LLC, a Virginia limited liability company, is the owner in fee simple of real property situated on U.S. Route 340 and along the South Fork of the Shenandoah River in the Town of Front Royal and Warren County, Virginia, containing in the aggregate 37.5322 acres, more or less, as further described below (the “Property”), and desires to give and convey to the Town of Front Royal, Virginia, a municipal corporation (the “Town”) a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, the Town is a governmental agency of the Commonwealth of Virginia and a “qualified organization” and “eligible donee” under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (and corresponding provisions of any subsequent tax laws) (IRC) and Treasury Regulation §1.170A-14(c)(1), and is willing to accept a perpetual conservation and open-space easement over the Property as herein set forth; and

WHEREAS, Chapter 461 of the Acts of 1966, codified in Chapter 17, Title 10.1, §§10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”), declares that the preservation of open-space land serves a public purpose by curbing urban sprawl, preventing the spread of urban blight and deterioration and encouraging more economic and desirable urban development, helping provide or preserve necessary park, recreational, historic and scenic areas, and conserving land and other natural resources, and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land; and

WHEREAS, Pursuant to Sections 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for agriculture, livestock production, forest or open-space use, all as more particularly set forth below; and

WHEREAS, Chapter 525 of the Acts of 1966, Chapter 17, the Open-Space Land Act, Title 10.1, §§10.1-1700 and 10.1-1701 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Town of Front Royal as a “public body” to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space and recreational lands of the Commonwealth; and

WHEREAS, as required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the Town of Front Royal Comprehensive Plan adopted on March 23, 1998; and

WHEREAS, this Easement is granted “exclusively for conservation purposes” under IRC §170(h)(1)(C) because it effects “the preservation of open space (including farmland and forest land)” under IRC 170(h)(4)(A)(iii). Specifically, the preservation of open space on the Property is pursuant to clearly delineated state and local governmental conservation policies and will yield a significant public benefit; and

WHEREAS, this open-space easement in gross constitutes a restriction granted in perpetuity on the use which may be made of the Property, and is in furtherance of and pursuant to the clearly delineated governmental policies set forth below:

- (i) Land conservation policies of the Commonwealth of Virginia as set forth in:
 - a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from

pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, §§58.1-510 through 58.1-513 of the Code of Virginia, which supplements existing land conservation programs to further encourage the preservation and sustainability of the Commonwealth's unique natural resources, wildlife habitats, open spaces and forest resources;

d Chapter 32, of Title 58.1, §§58.1-3230 through 58.1-3244 of the Code of Virginia, which authorizes special use-value tax assessments for real estate devoted to agricultural, forestal, horticultural and open-space use; and

(ii) Land use policies of the Town of Front Royal as delineated in its comprehensive plan adopted on March 23, 1998 to which plan the restrictions set forth in this deed conform and which contains the following goals, objectives, and strategies:

a) Natural Environment and Unique Features Goal: "Identify and preserve those natural, open space and scenic resources that characterize Front Royal and add to the beauty that is enjoyed by the community. Incorporate the Shenandoah River as a true part of our Town."

b) From the Riverton Planning Area Action Strategies: "Maintain the integrity of the floodplain in its natural state. Prohibit new development in the floodplain"; and

WHEREAS, the Property, which is currently used by the Grantor for passive recreation, comprises open grasslands, forestlands, and river bottom, and

WHEREAS, the Property contains approximately one (1) mile of frontage on the South Fork of the Shenandoah River, from which the public has visual access to a substantial portion of the Property, and protection of the Property will contribute to improved water quality downstream and in the Chesapeake Bay; and

WHEREAS, the Property fronts on both sides of U.S. Route 340 on the south side of the South Fork of the Shenandoah River bridge, and contributes to the scenic views enjoyed by the public therefrom; and

WHEREAS, the Property is situated across the river from another property (owned by Larry Andrews) held in conservation easement by the Town of Front Royal; and

WHEREAS, this easement will yield significant public benefit to the citizens of the Commonwealth as set forth as Section I; and

WHEREAS, Shenandoah Avenue, LLC and the Town desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II; and

WHEREAS, the Town Council of the Town of Front Royal, Virginia has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property, which values are reflected in Section I; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the said Deed of Gift of Easement from Shenandoah Avenue, LLC, which gives, grants and conveys to the Town a conservation and open-space easement in gross (Easement) over, and the right in perpetuity to restrict the use of, the Property, being described as:

PARCEL ONE:

All of that certain tract or parcel of land with all the improvements thereon, together with all appurtenances appertaining, lying and being situate in the Town of Front Royal in the North River Magisterial District of Warren County, Virginia, containing 10.9368 acres, as shown on the attached

Easement Plat of Richard A. Edens, L.S., dated August 23, 2017. The aforesaid described property is a portion of the property conveyed to Grantor and identified as PARCEL THREE, Tract Two, in the deed to Grantor dated June 10, 2013 and recorded in the Office of the Clerk of the Circuit Court of Warren County, Virginia as Instrument No. 130004293. (Tax Parcel 20A2-1-2A)

PARCEL TWO:

A. Western Portion:

All of that certain tract or parcel of land with all the improvements thereon, together without all appurtenances appertaining, lying and being situate in the Town of Front Royal, in the North River Magisterial District of Warren County, Virginia, containing 13.7947 acres, as more particularly shown on the attached Easement Plat of Richard A. Edens, L.S., dated August 23, 2017. (Tax Parcel 20A2-1-2)

B. Eastern Portion:

All of that certain tract or parcel of land with all the improvements thereon, together without all appurtenances appertaining, lying and being situate in the Town of Front Royal, in the North River Magisterial District of Warren County, Virginia, containing 12.8007 acres, as more particularly shown on the attached Easement Plat of Richard A. Edens, L.S., dated August 23, 2017. (Tax Parcel 20A2-1-2)

The aforesaid PARCEL TWO is the same property conveyed to Shenandoah Avenue, LLC and identified as PARCEL THREE, Tract One, in the deed to Llewellyn, LLC dated June 10, 2013 and recorded in the Office of the Clerk of the Circuit Court of Warren County, Virginia as Instrument No. 130004293. (Tax Parcel 20A2-1-2A)

The Property is shown as Tax Map Nos. 20A2-1-2 and 20A2-1-2A among the land records of the Town of Front Royal, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose, it shall be considered one parcel for purposes of this Easement,

and the restrictions and covenants of this Easement shall apply to the Property as a whole.

This Resolution shall be effective immediately upon enactment.

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017, upon the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____	Gary Gillispie _____
Jacob Meza _____	William A. Sealock _____
Christopher Morrison _____	Eugene R. Tewalt _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____ and _____, 2017. The Ordinance was enacted at the regular meeting of the Town Council held _____, 2017.

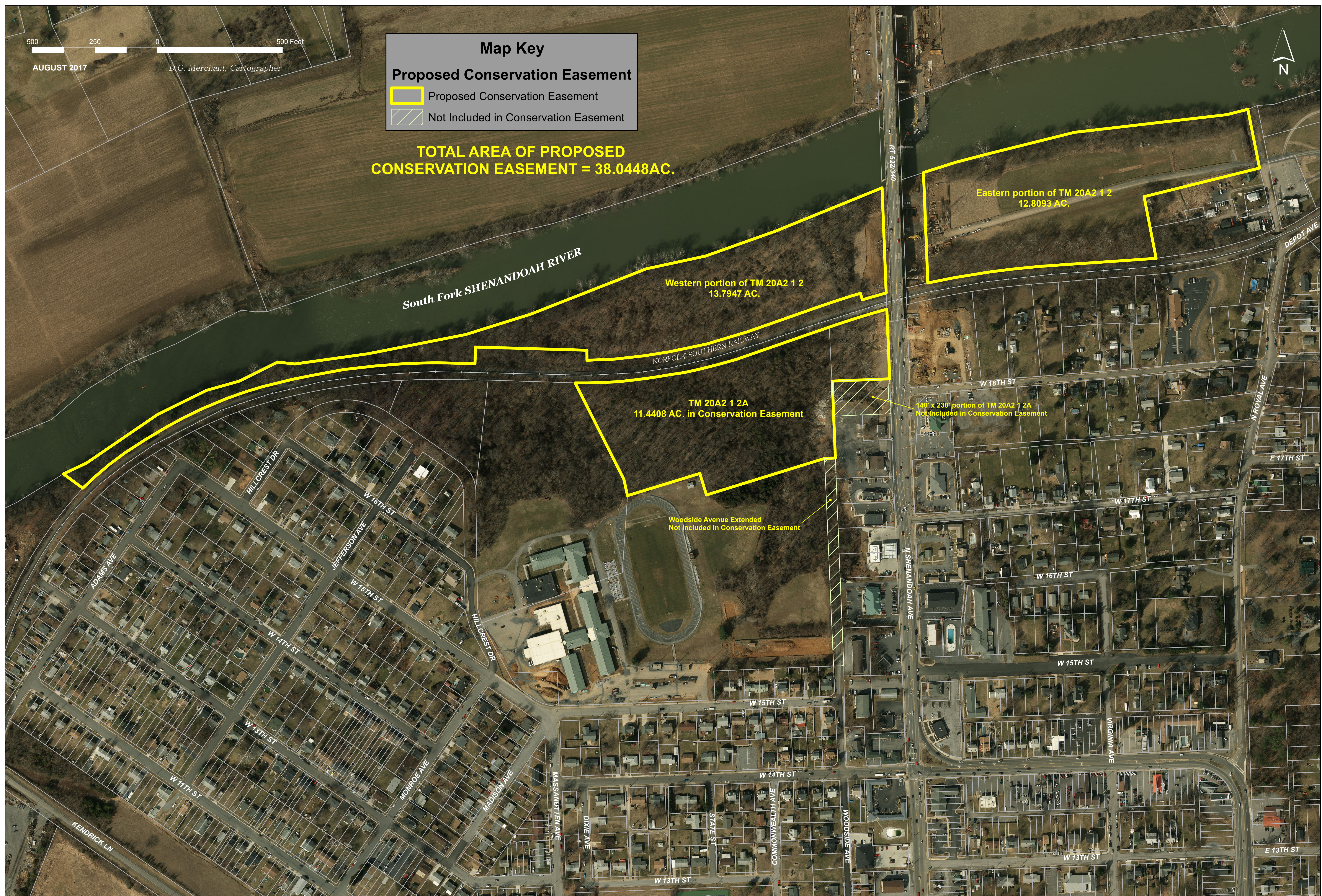
Approved as to form and legality:

Douglas W. Napier, Town Attorney

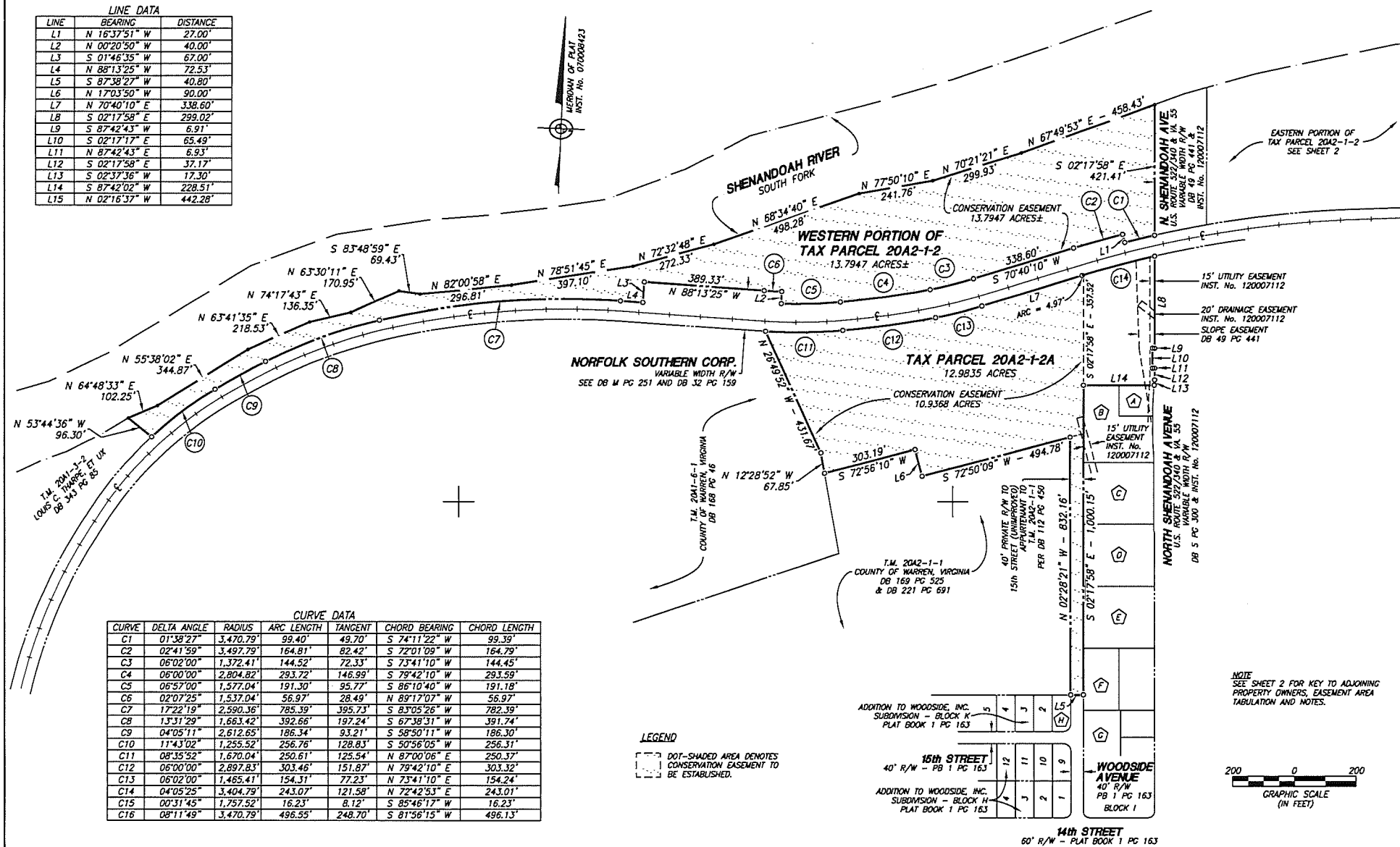
Date: ____ / ____ / ____

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North Shenandoah Avenue - Town of Front Royal, Virginia

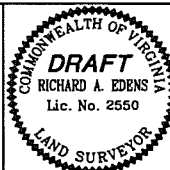


LINE DATA		
LINE	BEARING	DISTANCE
L1	N 16°37'51" W	27.00'
L2	N 00°20'50" W	40.00'
L3	S 01°46'35" W	67.00'
L4	N 88°13'25" W	72.53'
L5	S 87°38'27" W	40.80'
L6	N 17°03'50" W	90.00'
L7	N 70°40'10" E	338.60'
L8	S 02°17'58" E	299.02'
L9	S 87°42'43" W	6.91'
L10	S 02°17'17" E	65.49'
L11	N 87°42'43" E	6.93'
L12	S 02°17'58" E	37.17'
L13	S 02°37'36" W	17.30'
L14	S 87°42'02" W	228.51'
L15	N 02°16'37" W	442.28'



DATE: AUG. 23, 2017
SCALE: 1" = 200'
DRAWN BY: RAE
FILE No. 4945
SHEET 1 OF 2
DRAWING No. 17-03

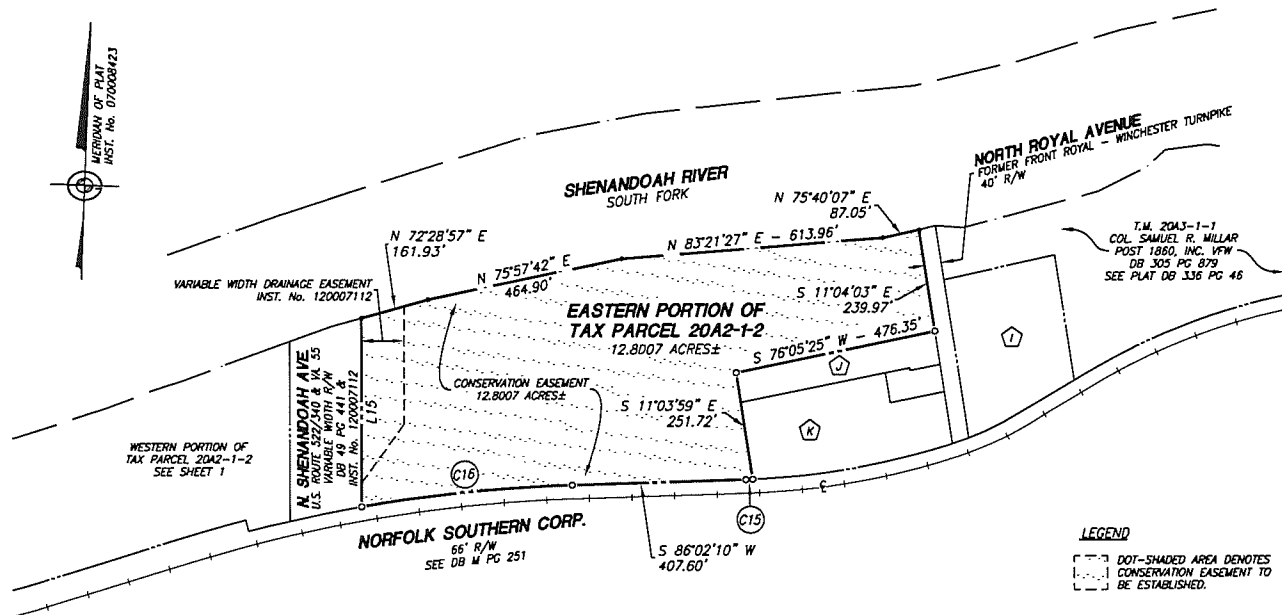
EASEMENT PLAT
SHOWING A CONSERVATION EASEMENT OVER THE LANDS OF
SHENANDOAH AVENUE, LLC
TOWN OF FRONT ROYAL, NORTH RIVER MAGISTERIAL DISTRICT, WARREN COUNTY, VIRGINIA



DATE	REVISION



GREENWAY ENGINEERING, INC.
151 Windy Hill Lane
Winchester, Virginia 22602
Telephone: (540) 662-4185
FAX: (540) 722-9528
www.greenwayeng.com



KEY TO ADJOINING PROPERTY OWNERS

TAG	TAX I.D. & OWNER	REFERENCE
A	T.M. 20A2-1-1A SHENANDOAH AVENUE, LLC	INST. No. 130004293
B	T.M. 20A2-1-1B SHENANDOAH AVENUE, LLC	INST. No. 130004293
C	T.M. 20A2-1-1H & 1J DEED ENTERPRISES, INC.	INST. No. 130006134
D	T.M. 20A2-1-1F & 1G SUSAN W. MANN	INST. No. 090000813
E	T.M. 20A2-1-1C ASSOCIATED INVESTMENTS CORP.	INST. No. 040007300
F	T.M. 20A2-1-1K BULLDOG STORAGE, LLC	INST. No. 150004814
G	T.M. 20A2-1-1E SHENANDOAH AVENUE, LLC	INST. No. 170002445
H	T.M. 20A2-6-K-1 DANIEL K. WHITE	LOT 1, BLOCK K, WOODSIDE, INC. ADDITION INST. No. 070010117
I	T.M. 20A3-1-2 COL. SAMUEL R. MILLAR POST 1860, INC. VFW	DB 293 PG 180 SEE PLAT DB 336 PG 46
J	T.M. 20A2-1-3A A FOX, LLC	INST. No. 020010318 SEE PLAT INST. No. 160003053
K	T.M. 20A2-1-5A A. E. FOX, LLC	INST. No. 040010871 SEE PLAT INST. No. 160003053

EASEMENT AREA TABULATION

ALL OF WESTERN PORTION OF TAX PARCEL 20A2-1-2 = 13.7947 ACRES±
 ALL OF EASTERN PORTION OF TAX PARCEL 20A2-1-2 = 12.8007 ACRES±
 PORTION OF TAX PARCEL 20A2-1-2A = 10.9368 ACRES±
 TOTAL AREA OF CONSERVATION EASEMENT = 37.5322 ACRES±

LEGEND

DOT-SHADED AREA DEMOTES
 CONSERVATION EASEMENT TO
 BE ESTABLISHED.

NOTES

- CURRENT OWNER OF RECORD:
 T.M. 20A2-1-2 = SHENANDOAH AVENUE, LLC - INST. No. 130004293 (PARCEL THREE, TRACT ONE)
 T.M. 20A2-1-2A = SHENANDOAH AVENUE, LLC - INST. No. 130004293 (PARCEL THREE, TRACT TWO)
- THE BOUNDARY INFORMATION SHOWN HEREON HAS BEEN PREPARED FROM AVAILABLE RECORDS AND IS NOT PURPORTED TO BE A CURRENT BOUNDARY SURVEY OF THE TRACTS OR ANY PORTION OF THE BOUNDARY LINES. NO FIELD SURVEY HAS BEEN PERFORMED NOR IS IMPLIED.
- NO TITLE REPORT FURNISHED. EASEMENTS MAY EXIST WHICH ARE NOT SHOWN HEREON.

DATE: AUG. 23, 2017

SCALE: 1" = 200'

DRAWN BY: RAE

FILE No. 4945

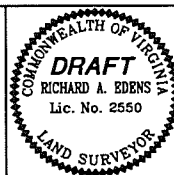
SHEET 2 OF 2

DRAWING No. 17-03

EASEMENT PLAT SHOWING A CONSERVATION EASEMENT OVER THE LANDS OF

SHENANDOAH AVENUE, LLC

TOWN OF FRONT ROYAL, NORTH RIVER MAGISTERIAL DISTRICT, WARREN COUNTY, VIRGINIA



DATE	REVISION



GREENWAY ENGINEERING, INC.
 151 Windy Hill Lane
 Winchester, Virginia 22602
 Telephone: (540) 662-4185
 FAX: (540) 722-9528
 www.greenwayeng.com

10



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 10

Meeting Date: September 11, 2017

Agenda Item: COUNCIL APPROVAL – Implement 2009 Resolution to Abandon Undeveloped Right-of-Way and Authorize Conveyance of an Undeveloped Portion of W. 8th Street to William M. Biggs and William J. Biggs AND Approve Payment of Claims Associated with a Fence/Gate

Summary: Council is requested to implement the November 9, 2009 Resolution to Abandon Undeveloped Right-of-Way and Authorize Conveyance of an Undeveloped Portion of W. 8th Street to William M. Biggs and William J. Biggs. The Resolution authorized the Mayor to execute a Quitclaim Deed to William J. Biggs and William M. Biggs for an unimproved and unused portion of W. 8th Street in return for payment to the Town by the Biggs of the sum of \$30,000, as presented. During this same time Mr. Biggs filed a claim with the Town in the amount of \$2,586.53 in property damages to his fence and gate due to the installation of a storm sewer. Council is requested to consider approval of the payment of the claims to the Biggs in the amount of \$2,586.83 to be deducted from the \$30,000 owed to the Town for the property referenced above.

Budget/Funding: None

Attachments: 2009 Resolution, Memorandum from Town Attorney and Email from Risk Management

Meetings: Work Session held September 11, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council approve the implementation of the November 9, 2009 Resolution to Abandon Undeveloped Right-of-Way and Authorize Conveyance of an Undeveloped Portion of W. 8th Street to William M. Biggs and William J. Biggs, as presented. I further move that Council approve the payment of the claims for property damage to the Biggs' fence and gate in the amount of \$2,586.83, said claim to be deducted from the \$30,000 owed to the Town for the property referenced in the November 9, 2009 Resolution.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

**RESOLUTION REGARDING THE RESOLUTIONS OF TOWN
COUNCIL DATED MAY 23, 2005, AND AUGUST 10, 2009, TO
ABANDON THE UNDEVELOPED RIGHT-OF-WAY AND AUTHORIZE
CONVEYANCE OF AN UNDEVELOPED PORTION OF W. 8TH
STREET TO WILLIAM M. BIGGS AND WILLIAM J. BIGGS**

WHEREAS, the Town Council of the Town of Front Royal, Virginia, adopted a Resolution on May 23, 2005, after first conducting a duly advertised Public Hearing, as required by law, which authorized the, then, Mayor to execute a Quitclaim Deed to William M. Biggs and William J. Biggs (hereinafter "Biggs"), as tenants in common, for a portion of West 8th Street in said Town, measuring approximately 9,000 square feet, less and except a 20-foot wide easement for a sewer line, in exchange for the payment of the sum of \$30,000.00, and the conveyance by Biggs of an 1,860 square foot right-of-way at the intersection of Shenandoah Avenue and Kendrick Lane; and,

WHEREAS, Counsel for the proposed Grantees in said Quitclaim Deed has now indicated that he is unable to obtain title insurance on the property to be conveyed unless the proposed Deed to his clients is upgraded to a conveyance with Special Warranty; and,

WHEREAS, the said Council now desires to reaffirm all portions of the aforesaid Resolutions and, acting on the advice of the Town Attorney, to direct and authorize the Town's present Mayor to execute and deliver the aforesaid Special Warranty Deed in exchange

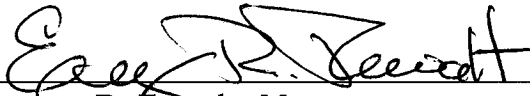
for the payment described above and the conveyance described above.

NOW, THEREFORE, BE IT, HEREBY, RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the said Resolutions of May 23, 2005, and August 10, 2009, are, hereby, reaffirmed in all particulars, **EXCEPT THAT** the Deed to the said William M. Biggs and William J. Biggs shall be an ordinary conveyance with Special Warranty; **AND BE IT, FURTHER, RESOLVED** that Eugene R. Tewalt, Mayor, is hereby authorized to execute and deliver, on behalf of the Town, the aforesaid Special Warranty Deed, and to execute, on behalf of the Town, as evidence of its acceptance of the conveyance, a Deed from the said William M. and William J. Biggs for the 1,860 square-foot right-of-way at the intersection of Shenandoah Avenue and Kendrick Lane, as aforesaid, all of this to be done upon delivery of the said sum and delivery of the said right-of-way Deed.

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on November 9th, 2009, upon the following recorded vote:

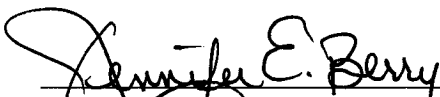
Thomas E. Conkey	<u>Yes/No</u>	Chris W. Holloway	<u>Yes/No</u>
Bret W. Hrbek	<u>Absent</u> <u>Yes/No</u>	Carson C. Lauder	<u>Yes/No</u>
Thomas H. Sayre	<u>Yes/No</u>	N. Shae Parker	<u>Yes/No</u>

APPROVED:



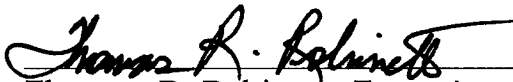
Eugene R. Tewalt, Mayor

ATTEST:



Jennifer E. Berry, Clerk of Council

Approved as to form and legality:



Thomas R. Robinett, Town Attorney

Date: 11 / 10 / 09

*CONFIDENTIAL: PROTECTED BY ATTORNEY/CLIENT PRIVILEGE
EXEMPT FROM DISCLOSURE UNDER F.O.I.A.*

MEMORANDUM

**TO: STEVEN M. BURKE, PE
SUE MCINTOSH, RISK MANAGER**

CC: TIMOTHY W. DARR, MAYOR

FROM: DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: JULY 20, 2015

RE: WILLIAM BIGGS FENCE CLAIM

William Biggs has filed a claim with the Town for \$2,586.53 in property damages. The claim arose on an Old Virginia lot that Mr. Biggs owns, where a fence was removed and damaged from the installation of a storm sewer on his parking lot in 2010. The information and paperwork I have on this are somewhat sketchy, but it seems that the Town used Key Construction, Inc. to install the storm sewer. Mr. Biggs states that this happened when Michael Graham was Town Manager. It seems that sometime after the damage occurred, Mr. Biggs contacted Key Construction about the damage. Charlie Williams of Key Construction in turn sent an e-mail to Steve Burke, who I assume at the time was Director of Environmental Services, who informed Mr. Burke that Key Construction had been unaware it had damaged the fence until contacted by Mr. Biggs over a year later, and that when Mr. Williams attempted to call Mr. Biggs to speak to him about the situation, Mr. Biggs told him that it was not a convenient time for him and to call back later. Mr. Williams informed Mr. Burke that he was somewhat concerned that this issue was first raised more than a year after completion of the storm sewer project. The Town did not receive any more information of this issue until the Town Attorney was contacted by B.J. Biggs on behalf of William Biggs late this spring.

The information I have on this is attached. It consists of a copy of an e-mail from Sue McIntosh, the Town's Risk manager, to Jennifer McDonald, of the EDA, dated December 29, 2014; a copy of an e-mail dated September 23, 2010, which a hand-written note at the bottom (I assume written by Mr. Biggs), from Sue Riner (-Biggs) to "markhart"; a copy of a follow-up e-mail from Sue Riner (-Biggs to "markhart" dated June 7, 2011; fan estimate to repair the damage

to fence and gates for \$2,586.53, on the letterhead of William J. Biggs Construction; and Acord Certificate of Liability Insurance, wherein the Town is listed as Certificate Holder.

The claim against the Town appears to be barred by operation of ***Va. Code § 15.2-209***.
Notice to be given to counties, cities, and towns of tort claims for damages. —

- A. *Every claim cognizable against any county, city, or town for negligence shall be forever barred unless the claimant or his agent, attorney, or representative has filed a written statement of the nature of the claim, which includes the time and place at which the injury is alleged to have occurred, within six months after such cause of action accrued.*

This claim is also likely barred by the general statute of limitations.

However, these statutes do not mean that the Town, if Town Council so chose, could not recognize the claim as a moral obligation on the part of the Town. Because the Town would have a defense of these two different statutes of limitation, I have my doubts that VML would chose to pay the claim. However, I certainly cannot speak to that without VML seeing the claim.

I would anticipate that the route to be taken on this claim would be a submission to Key Construction and/or its liability carriers, if no luck there, then a submission to VML; and should VML decline to pay the claim, a submission of the claim to Town Council.

Jennifer

To: Sue McIntosh
Subject: RE: Bill Biggs

From: Sue McIntosh [<mailto:smcintosh@frontroyalva.com>]
Sent: Monday, December 29, 2014 2:13 PM
To: Jennifer
Subject: Bill Biggs

Jennifer,

I did some research and found that on 2/3/10, Steve Burke had sent an email to the construction company that did the work there, KEY-CONSTRUCTION, relaying that the Town received a claim from William Biggs owner of the Old Virginia lot where a fence was removed and damaged from installation of the stormsewer through his parking lot and asked them to contact Mr. Biggs. Steve in turn received an email back from Charlie Williams of Key-Construction stating that he contacted Mr. Biggs and was told that he (Mr. Biggs) would call Mr. Williams back at a more convenient time for him (Mr. Biggs). Mr. Williams did state in email that they were unaware of any damages they may have caused to any fencing and he was somewhat concerned that this issue is raised over a year after completion. The Town did not receive any more information of this issue.

Hope this helps,
Thanks,
Sue

*Sue McIntosh
Town of Front Royal, VA
Risk Management/Human Resources
Office: 540-631-2736
Fax: 540-631-9006
smcintosh@frontroyalva.com*

The information in this email and any attachments may be confidential and privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient (or the employee or agent responsible for delivering this information to the intended recipient), please notify the sender by reply email and immediately delete this email and any copies from your computer and/or storage system. The sender does not authorize the use, distribution, disclosure or reproduction of this email (or any part of its contents) by anyone other than the intended recipient(s). No representation is made that this email and any attachments are free of viruses. Virus scanning is recommended and is the responsibility of the recipient.

Sue Riner

From: Sue Riner [riner1@earthlink.net]
Sent: Thursday, September 23, 2010 1:29 PM
To: 'markhart@cuna.com'
Subject: Old Virginia Industrial Park

Mark,

We talked about a month ago reference claim #26624703756 for the Old Virginia Industrial Park for an outstanding claim of \$2,586.23 for property damage caused by Key Construction, a contractor for the Town of Front Royal.

Please give me a call at 540 635-0295 as soon as possible to resolve this.

Thanks,
Sue Riner

LSH Needs
Also owe \$ ~~2586~~ ²⁵⁸⁶ for Fence They Tored down
on side by Trees and Back side \$ ~~2586~~ ²⁵⁸⁶.00 AS Old
Virginia had to replace

Sue Riner

From: Sue Riner [riner1@earthlink.net]
Sent: Tuesday, June 07, 2011 9:35 AM
To: 'markhart@cuna.com'
Subject: FW: Old Virginia Industrial Park

Mark,

We have never received a check. Can you please follow up and let me know what is going on?
Best regards, sue

From: Sue Riner [mailto:riner1@earthlink.net]
Sent: Thursday, September 23, 2010 1:29 PM
To: 'markhart@cuna.com'
Subject: Old Virginia Industrial Park

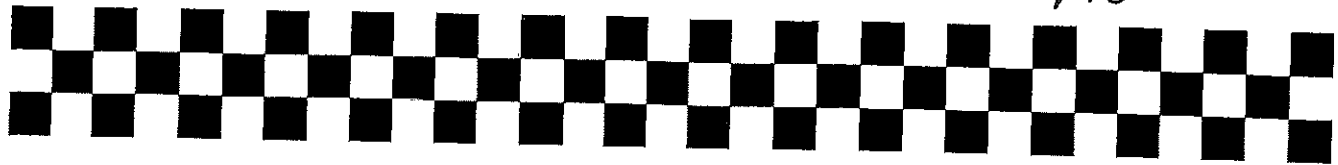
Mark,

We talked about a month ago reference claim #26624703756 for the Old Virginia Industrial Park for an outstanding claim of \$2,586.23 for property damage caused by Key Construction, a contractor for the Town of Front Royal.

Please give me a call at 540 635-0295 as soon as possible to resolve this.

Thanks,
Sue Riner

636-1475



**WILLIAM J. BIGGS
CONSTRUCTION**

500 East Main Street
Front Royal, VA 22630

Cell: (540) 660-2463
Office: (540) 636-3454

Subject: Estimate for Old Virginia Project

Job Description:

Replace fence that was removed for the Town's storm drain project for Royal Village as requested by Gary Burke. This is our estimate to repair damage to fence and gates. We rent this lot for \$500 per month and are in the process of leasing this lot.

Materials:	\$1,236.53
Equipment rental:	\$ 150.00
Labor:	\$1,200.00
Total:	\$2,586.53

We are able to begin work immediately.

Thanks,

William J. Biggs

540 660-2463

February 2, 2010

STEVE Burke

T.F.R.

TOWNSHIP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2008

PRODUCER Phone: 434-237-8036 Fax: 434-237-8011
 Rutherford
 P.O. Box 12748
 Roanoke VA 24028

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Key Construction, Inc.
 Key Constructors, Inc.; D. W. Lyle Corporation
 P O Box 698
 Clarksville VA 23927

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Fire Insurance Hartfo

INSURER B: Continental Insurance Company

INSURER C: Valley Forge Insurance Compan 20508

INSURER D: Arch Specialty Insurance Comp

INSURER E:

COVERAGES THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	2094585531	3/11/2008	3/1/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	2094585545	3/11/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10,000	00EXU0022001206	3/11/2008	3/1/2009	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2094585514	3/11/2008	3/1/2009	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Royal Village Improvements - Storm Sewer Construction.

The Certificate Holder is included as Additional Insured under the General Liability and Designated Insured under the Automobile Liability as respects to work performed by the insured for the referenced job as required by written contract. Umbrella coverage is following form.

CERTIFICATE HOLDER

The Town of Front Royal, VA
 Attn: Director of Environmental Services
 P O Box 1560
 Front Royal VA 22630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

